AI-19676 **6.D.**

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza et al

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:02 AM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:27 AM	APRV
3	Purchasing Department	Marty Salazar	01/29/2010 11:37 AM	APRV
Form Started By: Monica Badillo			Started On: 01/27/2010 05:30 PM	
Final Approval Date: 01/29/2010				

AI-19690 **6.E.**

Claim of Juan Ortega

CC REGULAR

Date:	02/02/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Juan Ortega

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 02:18 PM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:28 AM	APRV
3	Purchasing Department	Marty Salazar	01/29/2010 11:39 AM	APRV

Form Started By: Aida Alvarez — Started On: 01/28/2010 01:55 PM

Final Approval Date: 01/29/2010

AI-19720 **6.F.**

Duties, evaluation & discipline of Head Start Director

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Duties, evaluation & discipline of Head Start Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 03:26 PM	APRV
2	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Monica Badillo — Started On: 01/29/2010 03:06 PM

Final Approval Date: 01/29/2010

AI-19677 **7.D.**

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza et al

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-182-10-E; Maria Espino v. Deputy Glenn P. Mendoza et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:02 AM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:27 AM	APRV
3	Purchasing Department	Marty Salazar	01/29/2010 11:37 AM	APRV

Form Started By: Monica Badillo — Started On: 01/27/2010 05:31 PM

Final Approval Date: 01/29/2010

AI-19691 **7.E.**

Claim of Juan Ortega

CC REGULAR

Date:	02/02/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Juan Ortega

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 02:18 PM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:28 AM	APRV
3	Purchasing Department	Marty Salazar	01/29/2010 11:39 AM	APRV

Form Started By: Aida Alvarez — Started On: 01/28/2010 01:57 PM

Final Approval Date: 01/29/2010

AI-19721 **7.F.**

Duties, evaluation & discipline of Head Start Director

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Duties, evaluation & discipline of Head Start Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 03:27 PM	APRV
2	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Monica Badillo — Started On: 01/29/2010 03:07 PM

Final Approval Date: 01/29/2010

AI-19717 **10.B.**

Presentation of Status Briefing on 3rd floor Administration Building Renovation Project

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation of Status Briefing on 3rd floor Administration Building Renovation Project

BACKGROUND

Rick Sunday will present

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 02:42 PM	APRV
2	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Monica Badillo Started On: 01/29/2010 02:28 PM

Final Approval Date: 01/29/2010

AI-19704 **10.C.**

Domestics Relations Office

CC REGULAR

Date:	02/02/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Domestic Relations Office (1100)
1. Approval to unreserve Family Protection Fee fund balance and appropriate into Domestic Relations Office in the amount of $75,000.00.
2. Approval to create one (1) regular part-time Domestic Relations Office Director, slot 0001, at $28.31/hour.
3. Approval of Salary Schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-090-009-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

Link: Job Description

Link: PAR

Link: REVISED SALARY SCHEDULE

Link: revised fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	01/29/2010 04:16 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:18 PM	APRV
3	Budget & Management		01/29/2010 05:25 PM	NEW

Form Started By: Sergio Cruz Started On: 01/28/2010 08:21 PM

Final Approval Date: 01/29/2010

Domestic Relations Office Director

Civil Service Status: Exempt

FLSA Status: Non-Exempt

Hourly Salary: $28.31

SUMMARY: The overall purpose and general responsibilities of the job.

Responsible for oversight of Domestic Relations Services, including quality assurance of services. Works collaboratively with judges, attorneys and other mental health professionals. Responsible for monitoring and overseeing the dissemination of court-ordered Social Studies pertaining to custody and access issues, which will generally be triggered by Suits Affecting Parent-Child Relationships (SAPCR). Supervises and assesses the qualifications of mental health professionals for completing Social Studies pertaining to SAPCR cases. Responsible for delegating responsibility for completion of the evaluations and monitors the timely completion of these evaluations. Participates in other functions of the DRO, such as assistance in monitoring the provision of therapeutically supervised visitation and family assessment and triage. Conducts and participates in the expansion, evaluation and development of services provided through the Domestic Relations Office.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

1. Responsible for oversight of Domestic Relations Services, particularly those related to court-ordered services for issues pertaining to custody and access in Suits Affecting Parent-Child Relationships.

2. Works collaboratively with judges, attorneys and other mental health professionals

3. Evaluates services purchased through the Domestic Relations Office.

4. Responsible for assigning, monitoring, ensuring the timely completion and overseeing the dissemination of court-ordered Social Studies pertaining to custody and access issues, which will generally be triggered by Suits Affecting Parent-Child Relationships.

5. Assesses, on an ongoing basis, the qualifications, professional expertise and work product of mental health professionals, who provide services under the auspices of the Domestic Relations Office, for completing Social Studies pertaining to SAPCR cases.

6. Participates in other functions of the DRO, such as monitoring therapeutically supervised visitation and family assessment and triage.

7. Knowledgeable regarding issues pertaining to child development concerns, marital conflict, family dynamics, domestic violence, paternity issues, adoption issues, and other.

8. Supervises staff, including assigning and reviewing work, conducting performance evaluations, and making recommendations for hiring, transferring, promoting, disciplining, or dismissing employees.

9. Compiles and prepares reports for the Hidalgo County Commissioner's Court and the Domestic Relations Advisory Board.

10. Develops and recommends other program-specific initiatives to the Domestic Relations Advisory Board.

11. Periodically monitors case-related courtroom testimony.

12. Assists in the conceptual development of grant applications for funds from public and private sectors.

13. Consults with, and maintains accessibility to, Hidalgo County Commissioner's Court and the Domestic Relations Advisory Board regarding complex and/or sensitive cases.

Minimum Education and Experience. Juris Doctorate or Master's Degree in social work, psychology, mental health services, counseling or other related field. Must possess expertise in working with children and families who have been involved in difficult situations involving family violence, family law court proceedings, divorce, separation, custody disputes and paternity issues. Must have completed a minimum of ten court-ordered evaluations or have experience in testifying in disputed SAPCR-related cases. Must be sensitive to issues related to cultural diversity.

Special Requirements. Must clear and maintain a favorable background investigation, including criminal, and must clear a pre-employment physical. Must have a valid driver's license. May be required to work more than 40 hours during the workweek. Must be able to speak and write in the Spanish language. Must comply with all relevant county policies and procedures.

Knowledge. Must have considerable knowledge of Texas Family Code; knowledge regarding issues affecting children and families who have been involved in difficult situations involving family violence, family law court proceedings, knowledge of court protocol; knowledge of mediation and behavior modification techniques; knowledge of DSM-IV; divorce, separation, custody disputes and paternity issues. Must be knowledgeable regarding factors affecting quality of social studies pertaining to SAPCR

cases and assessments pertaining to custody and access issues. Must have good working knowledge of principles of supervisory management.

Skills. Skill in supervising professional and clerical employees; skill in dealing with hostile or violent individuals; interpersonal skills to interact effectively with the general public and to deal with families in crisis. Must have skill in operating personal computer and basic office equipment; skill in word processing; skill in work organization and managing multiple priorities; skill in forming assessments of quality of assessments and studies; skill in assessing qualifications of contracted mental health professionals; skill in oral and written communication.

Abilities. Must have ability to compile, organize and report information accurately; ability to present data in a clear concise manner, using charts, graphs and visual display; ability to establish and maintain effective working relationships with other employees, co-workers, other county departments, judges, service providers and the general public; ability to communicate effectively, both orally and in writing.

Supervisory Responsibility. Job has significant impact on division operations. Employee receives general supervision when performing the essential functions. Employee selects appropriate procedures required to complete work assignments. Initiative is frequently required to complete work assignments. Supervises office assistant staff, including assigning and reviewing work, conducting performance reviews, and recommending personnel actions such as hiring, transferring, promoting, disciplining, or dismissing employees.

Judgment, Initiative and Decision-Making. Expert judgment is required in performing quality assurance of assessments pertaining to custody and access issues, compiling data and accurately completing reports. Initiative and professional discretion are frequently required to complete work assignments. Decisions are made regarding individual work priorities.

Contacts. Frequent contact with other County employees, service providers, members of the judiciary, and the general public and department heads. Communication is primarily face-to-face, via telephone, via e-mail and through written correspondence.

Working Conditions. 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.

Working conditions are primarily in an office environment. The employee frequently faces difficult and stressful situations. The employee has frequent contact with other employees both within and outside of the assigned department. Interactions often involve sensitive or difficult issues that require tact and diplomacy. The employee is required to change tasks frequently and to perform tedious, exacting work. The employee frequently is required to work under time pressures to meet deadlines, to

perform multiple tasks simultaneously, and to work closely with others. The noise level in the work environment is usually moderate.

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 regularly is required to sit, use hands to operate office equipment, including telephone and computer keyboard, reach with hands and arms, and talk and hear. The employee frequently is required to stand and walk; and the employee may be required to lift and/or move objects weighing up to 20 pounds, such as books and stacks of records. Specific vision abilities required by this job include close vision and the ability to adjust focus.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DOMESTIC RELATIONS OFFICE (090-009) **DATE:** 01/29/10

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: DOMESTIC RELATIONS OFFICE DIRECTOR
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other NEW DEPT.

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,442.40 (Current Budgeted Salary) $ 29,442.40 (Proposed Budgeted Salary) $ 29,442.40 (Net Change)

Position to be funded from one of the following:

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

☑ Other Appropriation of funds from Family Protection Fee fund balance to 0-1100-412-00-090-009-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☑ $28.31 (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ $28.31 x 1,040.00 HRS.= $29,442.00 (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)

The County is need of a position to ensure the effective implementation of the Texas Family Code section 203.001 and section 107.0501 - 107.056.

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

Oversees Domestic Relations Services including quality assurance. Works collaboratively with Judges, attorneys and other mental health professionals.

Assesses, on an ongoing basis, the qualifications, professional expertise and work product of mental health professionals, who provide services under the

auspices of the Domestic Relations Office, for completing Social Studies pertaining to SAPCR cases.

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	02/01/10 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
2010 SALARY SCHEDULE

0-1100-412-00-090-009-0-XXX

AI - 19704

DOMESTIC RELATIONS OFFICE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	114	DOMESTIC RELATIONS OFFICE DIRECTOR	0.00	29,442.00	29,442.00	0	0.00	0.00	29,442.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	29,442.00	29,442.00		0.00	0.00	29,442.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Approval to create one (1) regular part-time Domestic Relations Office Director, slot 0001, at $28.31/hour.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

Revised

•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: Valde Guerra, Budget Officer
CC Date: Tuesday, February 02, 2010

Agenda Item: 19704

Summary of request/proposal:
Requesting the approval to create one (1) part-time Domestic Relations Office Director (slot # 0001) for the new Domestic Relations Department. Note the effective date of 2/1/2010.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Domestic Relations Officer Director	0001	114	0.00	29,442.40	29,442.40
				0.00	29,442.40	29,442.40

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-090-009-0-	114	DOMESTIC RELATIONS-	REG P/T EMPLOYEES	$29,442.40
0-1100-412-00-090-009-0-	211	DOMESTIC RELATIONS-	HEALTH INSURANCE	$2,706.96
0-1100-412-00-090-009-0-	212	DOMESTIC RELATIONS-	LIFE INSURANCE	$27.00
0-1100-412-00-090-009-0-	220	DOMESTIC RELATIONS-	FICA	$2,252.34
0-1100-412-00-090-009-0-	230	DOMESTIC RELATIONS-	RETIREMENT	$2,802.92
0-1100-412-00-090-009-0-	250	DOMESTIC RELATIONS-	UNEMPLOYMENT COMP	$147.21
			2010 Budgetary Impact	$37,378.83

Possible Funding Sources: **To be funded from DRO fees, pending the Auditor's certification of revenue.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-19674 **10.D.**

Museum Funding Agreement - 360,000.00

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of funding agreement between County of Hidalgo and Museum of South Texas History

BACKGROUND

Annual contribution - $ 360,000.00
Acct. 0-1100-451-32-115-034-0-843

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-451-32-115-034-0-843

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

BUDGETARY IMPACT:

$360,000.00 available funding as of 01/39/10. rc
$30,000.00 X 12mths

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 10:02 AM	APRV
2	Rosalinda Cantu		01/29/2010 05:25 PM	PEND
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Monica Badillo — Started On: 01/27/2010 05:12 PM

Final Approval Date: 01/29/2010

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the _____, 2010 but is made effective the 1st day of January, 2010, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2010.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Sixty Thousand and 00/100ths Dollars ($360,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2010 and ending December 31, 2010.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2010 and ending December 31, 2010.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum : Museum of South Texas History
Attention: Executive Director
121 E. McIntyre
Edinburg, Texas 78541

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

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

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

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

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

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Museum and County in accordance with its terms.

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

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS

_____

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

Museum of South Texas History

By:_____

Brad Williams, Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:

Stephen L. Crain

AI-19659 **10.E.**

RMA Interlocal for use of county resources

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Amendment to Interlocal Cooperation Agreement between the Hidalgo County Regional Mobility Authority and the County of Hidalgo

BACKGROUND

To engage the services of professionals who currently contract with the county via professional contracts (i.e. Surveyors, engineers, appraisers, etc.)

County to seek reimbursement from RMA through invoice

Budget & Management to handle all reimbursements.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

To engage the services of professionals who currently contract with the county via professional contracts (i.e. Surveyors, engineers, appraisers, etc.)

County to seek reimbursement from RMA through invoice

Budget & Management to handle all reimbursements.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:22 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/29/2010 11:19 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Monica Badillo — Started On: 01/27/2010 03:35 PM

Final Approval Date: 01/29/2010

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE COUNTY OF HIDALGO, TEXAS

This AMENDMENT to the Interlocal Cooperation Agreement Between the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** and the **COUNTY OF HIDALGO, TEXAS** (the "Amendment"), effective the _____ day of _____ 2010, is made between the Hidalgo County Regional Mobility Authority and the County of Hidalgo, Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about December 12, 2007, the Hidalgo County Regional Mobility Authority (the "HCRMA") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") in order to memorialize an understanding under which the County will assist the HCRMA;

WHEREAS, the parties now desire to amend the Agreement to provide that the County will assist the HCRMA by authorizing the HCRMA to engage the services of professionals who currently contract with the County via professional contracts (i.e. surveyors, engineers, appraisers, etc.) for its own purposes on a reimbursement basis.

NOW THEREFORE, for and in consideration of the tasks performed by the County on behalf of HCRMA, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HCRMA and County hereby agree to the following amendments to the Agreement:

1. A new paragraph numbered 15-02 is added to the Agreement after paragraph numbered 15.01 as follows:

   15-02. HCRMA is authorized to engage professional services (i.e. surveyors, engineers, appraisers, etc.) in which County has an existing Contract upon coordination with County. No professional shall be requested to assist HCRMA at any time whose services would jeopardize or affect a current or future County project. HCRMA and County shall coordinate work schedules to ascertain no interference of County projects will occur. The County shall seek reimbursement from HCRMA for such professional services by invoicing HCRMA and HCRMA shall make payment to County no later than thirty (30) days upon receipt of such invoice.

2. Except as modified herein, all terms and conditions of the Interlocal Cooperation Agreement, as amended, remain in full force and effect and the HCRMA and the County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Name:_____
Chairperson, Board of Directors

ATTEST:

_____
Secretary of Board of Directors

COUNTY OF HIDALGO

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen L. Crain

AI-19707 **10.F.**

Roof Access to the Boxing Gym (Old Adm. Bldg rennovations)
CC REGULAR

Date: 02/02/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and action authorizing the Executive Officer to sign letter requesting access to the Boxing Gym's roof in order to continue the renovations of the Old Administration Building with assurance that the County will be responsible for maintaining the roof's integrity and for repairing any damages sustained, if any

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/29/2010 02:04 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 02:28 PM	APRV
3	Erika Zamora	Erika Zamora	01/29/2010 02:45 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Ivan Cantu — Started On: 01/29/2010 10:52 AM

Final Approval Date: 01/29/2010

29 December 2009

Mr. Jaime Garza, Proprietor
The Boxing Gym
112 E. Cano St.
Edinburg, TX 78539

Re: Roof Access to Work on the 3rd Floor Exterior Wall of the Old Admin. Bldg., 100 E. Cano, adjacent to The Boxing Gym.

Dear Mr. Garza,

Thank you for agreeing to let us access your roof in order to work on our 3rd floor exterior wall and the box drain. As you know, your roof drains into our drainage system next door via a box drain which currently leaks. Our goal is to fix the box drain to our mutual benefit. In addition, we are going to fix two cracks on our exterior 3rd floor wall, install an air exit, and install an air return vent. Such work should take no longer than one month to complete.

I am anticipating a work crew of 5-8 people at any given time, some scaffolding, an industrial saw, and some other minor equipment, all which should definitely not exceed the weight capacity of the roof. From our earlier conversations, you confirmed that the roof is in good shape and is safe to walk on, with no damaged or "soft" spots. As an extra precaution, we will put down plywood sheets wherever we need to walk or work.

The purpose of this letter is to assure you that Hidalgo County will take full responsibility for any/all damage which might possibly occur to your facility during the course of work caused by our workers, contractors, or sub-contractors, and such responsibility will include any/all necessary repairs.

As a good neighbor, I'll be certain to notify you at all times with advance notice when we're going to access your roof to work on our building. Upon initial commencement of our work, we ask that you or someone representing you be available for initial inspection of your roof to verify current conditions. Our plan is to video tape the initial inspection with you or your representative in attendance.

If this arrangement is not to your understanding or liking, please contact me prior to the anticipated start date of Monday, 4 January 2009. Should you have any additional questions or concerns, please do not hesitate to call me at your earliest convenience.

Thank you very much for your cooperation and understanding.

Respectfully Yours,

Rene A. Ramirez
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78540
956-318-2600

AI-19628 **11.A.**

Auto Accident Settlement Check - Precinct 2

CC REGULAR

Date:	02/02/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Requesting approval to accept settlement check from Gallagher Bassett Service in the amount of $1,375.68 for an auto accident with County vehicle. (Precinct 2)

BACKGROUND

Date of Accident: 10/29/09
Precinct 2

Acct #: 10-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2010 08:15 AM	APRV
2	Erika Zamora	Erika Zamora	01/29/2010 01:53 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/26/2010 02:26 PM

Final Approval Date: 01/29/2010

AI-19728 **12.A.**

Proclamation

CC REGULAR

Date: 02/02/2010
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Roxanne De La Garza
Department: COUNTY JUDGE

Information

CAPTION

Consideration and Adoption of a Proclamation Declaring February 2, 2010, as Groundhog Job Shadow Day in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:19 PM	APRV
2	Roland Garcia	Rolando Garcia	01/29/2010 05:01 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Gloria Rodriguez — Started On: 01/29/2010 04:13 PM

Final Approval Date: 01/29/2010

AI-19480 **13.A.**

Claims - County Court #6

CC REGULAR

Date: 02/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Frank Fuentes
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: County Court at Laws

Information

CAPTION

County Court At Law #6:
Presentation and approval of claims/invoices with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed for the following:

Invoice Date	Vendor	Invoice #	Amount
09/03/09	Cesar Gutierrez (reimbursement on bond-Jesse Trevino Ins.)	351619	100.00
09/12/09	Veronica Mayfield (reimbursement for purchase made at Gateway Printing)	2930523-0	43.12

BACKGROUND

9-1100-412-00-026-001-0-529 - 100.00
9-1100-412-00-026-001-0-601 - 43.12

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

9-1100-412-00-026-001-0-529, funds in the amount of $100.00 available as of 01/22/10.
9-1100-412-00-026-001-0-601, funds in the amount of $896.57 available as of 01/22/10.

Attachments

Link: bills

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 10:39 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/22/2010 10:01 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 09:09 AM	APRV

Form Started By: Monica Badillo Started On: 01/15/2010 10:14 AM

Final Approval Date: 01/29/2010

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 09/25/09

TO: Frank Fuentes

DEPARTMENT: County Court#6

FROM: Emily Suarez

PHONE: (956) 318-2511 ex 4632

REFERENCE: Veronica Mayfield

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

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

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

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

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

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

[ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.**

[ ] **NEEDS APPROVAL**

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

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

[ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**

[ ] **OTHER**

[XXX] COMMENTS / RECOMMENDATION: According to State Statute 262 , Purchases for supplies need to be approved by the Purchasing Agent only. Therefore, the County Auditor is not authorized to process payment if procurement act was not followed. Thus, payment is being disallowed. Please contact Purchasing.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
293523-0	9-12-09	$43.12	Gateway Printing
TOTAL		$43.12	

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.

RECEIVED BY COUNTY AUDITOR 2009 SEP 22 PM 1 07

SIGNATURE: _____

TITLE: Court Reporter
PERSON MAKING PURCHASE

Before me Francisco Fuentes, a Notary Public, appeared Veronica Mayfield and on her 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___ / She further stated h___ / she requested payment of the same.

(SEAL)
FRANCISCO J. FUENTES
MY COMMISSION EXPIRES
September 25, 2011

Francisco J. Fuentes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: **DEPARTMENT HEAD**

_____
APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

GATEWAY PRINTING

09/12/09 15:04:55

TICKET # 2930523-0 CASH INVOICE
WRITER 4126
REPRINT

CUST # 41 25

CASH SALES - GATEWAY EDINBURG

58094	TAB	3	17.07
58093	TAB	4	22.76
	SUB-TOTAL		39.83
	TAX		3.29
	TOTAL		43.12
	CHANGE AMT$		.00

Card # xxxxxxxxxxx2689 $ 43.12
MAYFIELD/VERONICA/M Auth:262979
X _____

Judge Albert Garcia

County Court at Law NO. 6

HIDALGO COUNTY COURTHOUSE

Frank Fuentes
Court Coordinator

Ana B. Magallanes
Assistant Court Coordinator

Veronica Mayfield
Court Reporter

Cesar Gutierrez
Official Bailiff/Interpreter

January 13, 2010

Re: Exhibit Stickers (Gateway Printing)
Acct.#- 9-1100-412-00-026-001-0-601

Attached please find invoice # 2930523-0 P.O. was not obtain at the time. Please Process as a claim on next Commissioners Court Meeting. Need exhibit stickers same day. Did not have ample time to create P.O. Thank you for your attention.

Sincerely,

Frank Fuentes
Court Coordinator

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
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MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 09/25/09

TO: Frank Fuentes

DEPARTMENT: County Court#6

FROM: Emily Suarez

PHONE: (956) 318-2511 ex 4632

REFERENCE: Cesar Gutierrez

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

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

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

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

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

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

[ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.**

[ ] **NEEDS APPROVAL**

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

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

[ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**

[ ] **OTHER**

[XXX] **COMMENTS / RECOMMENDATION: A PO should have had been created for this item. Please contact Purchasing.**

Thank you,

Emily

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
351619	9-3-09	$100.00	Jesse Trevino Insurance

TOTAL $100.00

RECEIVED BY
HIDALGO COUNTY AUDITOR'S OFFICE
2009 SEP 22 PM 1 07

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: Cesar Gutierrez

TITLE: Bailee
PERSON MAKING PURCHASE

Before me Francisco Fuentes, a Notary Public, appeared Cesar Gutierrez and on his 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. He / She further stated he / she requested payment of the same.

(SEAL) FRANCISCO J. FUENTES
MY COMMISSION EXPIRES
September 25, 2011

Francisco J. Fuentes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

9/15/2009
@ 8:30 Am

DO
Cesar Gutierrez
318-2665-

Jesse Trevino Jns
914 N. main
McAllen Tx 78501

RECEIPT

DATE 9-3-2009 No. 351619

RECEIVED FROM Cesar Gutierrez $ 100.00

One Hunded Dollars DOLLARS

FOR RENT
FOR Bond-#LP02110117

ACCOUNT			CASH
PAYMENT	100	00	CHECK
BAL. DUE			MONEY ORDER

FROM 9/3/2009 TO 9/3/2010.

BY RB

1182

Judge Albert Garcia

County Court at Law NO. 6

HIDALGO COUNTY COURTHOUSE

Frank Fuentes
Court Coordinator

Ana B. Magallanes
Assistant Court Coordinator

Veronica Mayfield
Court Reporter

Cesar Gutierrez
Official Bailiff/Interpreter

January 13, 2010

Re: Bond Invoice (Jesse Trevino Insurance)
Acct.#- 9-1100-412-00-026-001-0-529

Attached please find invoice # 351619 P.O. was not obtain at the time. Please Process as a claim on next Commissioners Court Meeting. Bond needed in order to avoid losing commission. Thank you for your attention.

Sincerely,

Frank Fuentes
Court Coordinator

HIDALGO COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT BUREAU RESERVE DEPUTY MEETING
AGENDA FOR WEDNESDAY SEPTEMBER 02, 2009

Hidalgo County Sheriff's Office Policy and Procedure Manual
Section 2.02 – RESERVE DEPUTIES
Recognizing the necessity, from time to time, for supplementing the Hidalgo County Sheriff's Office force under special needs, the Hidalgo County Commissioners Court has taken action authorizing a special force of reserve deputies. It is the intention of the Hidalgo County Sheriff's Office that such reserve deputies serve in a volunteer capacity with no expectations or reward.

Section 2.02.01 – AUTHORITY
By authority given to the Commissioners Court by the State of Texas under Chapter 85.004 of the Texas Local Government Code, the County Commissioners Court authorizes the Sheriff's Reserve Deputies and empowering them to perform the duties of regular licensed peace officers when called upon to do so by the Sheriff. The Sheriff appoints reserve deputies in whatever numbers he deems beneficial not to exceed the number authorized by the Commissioners Court.

§ 85.004. RESERVE DEPUTIES.
(a) The commissioner's court of a county may authorize the sheriff to appoint reserve deputy Sheriffs. The commissioner's court may limit the number of reserve deputies that may be appointed.
(b) A reserve deputy serves at the discretion of the sheriff and may be called into service if the sheriff considers it necessary to have additional officers to preserve the peace and enforce the law. The sheriff may authorize a reserve deputy who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy to carry a weapon or act as a peace officer to only those times during which the reserve deputy is engaged in the actual discharge of official duties. A reserve deputy who is not a peace officer as described by Article 2.12, Code of Criminal Procedure may act as a peace officer only during the actual discharge of official duties.
A reserve deputy, regardless of whether the reserve deputy is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:
(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or
(2) exempt from Chapter 1702, Occupations Code.
(c) A reserve deputy, before beginning to perform the duties of office and at the time of appointment, must file an oath and execute and file a bond in the amount of $2,000 payable to the sheriff. The oath and bond shall be filed with the county clerk.
(d) A reserve deputy on active duty at the call of the sheriff and actively engaged in assigned duties has the same rights, privileges, and duties as any other peace officer of the state.
(e) The sheriff of a county that borders the Gulf of Mexico may organize some of the reserve deputies to serve as marine reserve deputies and lifeguards for beach and water safety purposes and other related functions as the sheriff may determine. A reserve deputy performing functions under this subsection is subject to the laws of this state that relate to reserve deputies except that they may not carry firearms in the performance of their duties.
(f) An organization formed under Subsection (e) may include both paid and unpaid deputies and reserve deputies. The organization may accept contributions and gifts from foundations, individuals, corporations, and governmental entities, including appropriations by the state on a direct or matching fund basis, to assist the county in providing water safety programs in the interest of the health, safety, and welfare of persons using the coastal water of this state.
(g) The county or sheriff is not liable, because of the appointment of a reserve deputy, if the reserve deputy incurs personal injury while serving in an official capacity.

AI-19639 **14.A.**

OCDETF Grant

CC REGULAR

Date:	02/02/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to ratify the previous Organized Crime Drug Enforcement (OCDE) agreement with DEA McAllen District Office approved by Commissioners' Court on 09/29/09.
2. Approval to reduce the previous OCDE Grant budget amendment by $17,500.00.

BACKGROUND

On September 29, 2009(AI#17647), a budget amendment for $66,544.00 was approved by Commissioners' Court for the amount of the grant award. The U.S. Department of Justice--Drug Enforcement Administration (DEA) has since reduced the grant award to the new amount of $49,044.00 ($17,500.00 reduction).

Grant Period: 10/01/09 to 09/30/10. OCDETF Investigation/Strategic Initiative #SE-TXS-0740H.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-037-0-XXX

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

BUDGETARY IMPACT:

Approval to reduce the previous OCDETF budget approved on 9-29-09 AI#17647. Revenue account# 0-1284-331-10-280-037-0-000 Organized Crime Drug Enforcement Task Force Grant.
Note: Pending 2009 carry-over of grant budget by the County Auditor's Office.

Attachments

Link: OCDE.amended.agree.

Link: revised. B/A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/27/2010 12:29 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 08:55 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 04:20 PM	APRV

4	Auditor's Office	01/29/2010 05:25 PM	NEW
Form Started By: Emilia Uriegas		Started On: 01/27/2010 09:37 AM	
Final Approval Date: 01/29/2010			

SEP 1 0 REC'D

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested: ~~$66,544.00~~ 49,044.00 plus

OCDETF Investigation / Strategic Initiative #: **SW-TXS-0740H**

From: **October 1, 2009** Beginning Date of Agreement

To: **September 30, 2010** Ending Date of Agreement

Federal Agency Investigation #: **M5-09-0122**

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

Strike Force/Strategic Initiative Name and Address:
Drug Enforcement Administration
McAllen District Office/Houston Division Office
OCDETF Strike Force Group D-81
1200 N. Commerce Cntr., McAllen, Texas 78501

Sponsoring Federal Agency (Strike Force only):

Lead Investigator: **Rudy Maldonado, GS**

Telephone Number: **956-992-8427**

Email Address: **Rudy.Maldonado@usdoj.gov**

State or Local Agency Narcotics Supervisor: **Rudy Espinoza**

Telephone Number: 956-383-8114

E-mail Address: **Rodolfo.espinoza@hidalgo.so.org**

Fax Number **956-393-6179**

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicles, computer equipment, technical surveillance equipment, office supplies, training, travel are needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise Rental Company, San Antonio, Texas. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: **Armando Perez, Grant Accountant**

Telephone Number: **956-318-2511, Ext. 4674**

E-mail Address: **Armando.perez@auditor.co.hidalgo.tx.us**

Fax Number: **956-318-2577**

Agreement - (Oct 09)

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2009.

2. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

3. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing organization.

5. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

6. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF

Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the Strike Force Leader (Strike Force) or AUSA Coordinator (Strategic Initiative) within thirty (30) days of the close of the month in which the costs were incurred.

8. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

9. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

10. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide billing estimates or activity updates upon request including the value of services provided and billed, the value of services provided but not billed and value of services not provided through the end of that quarter.

11. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

12. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3

(1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

13. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.

b) All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

c) In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the Addendum A of each new agreement.

d) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes. Reasons for change include but are not limited to change in bank name, routing number, and account number. (list any others that you can think of)

e) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the Executive Office will submit payment for Reimbursement Requests with a Treasury Check.

f) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local agencies to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive Office. Please refer to https://www.ipp.gov/ for registration, an instructional video, and a downloadable brochure on the IPP system.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe "Lupe" Trevino** **Sheriff** 9-9-09

Authorized State or Local Official *Title* *Date*

Approved By: **Paul K. Craine, ASAC-Strike Force Comm.** 12-08-09

Strike Force Leader (SF /AUSA Coordinator (SI) *Title* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: _____

OCDETF Executive Office *Date*

Approving Official: _____

OCDETF Executive Office *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name: **Hidalgo County Sheriff's Office**	
Address: **100 East Cano, 3rd Floor, Edinburg, Texas 78539**	
Taxpayer ID Number: 746000717	
Contact Person Name: **Norma G. Garcia**	Telephone Number: **956-318-2506**

FINANCIAL INSTITUTION INFORMATION

Bank Name: **First National Bank of Edinburg**
Nine-Digit ABA Routing Transit Number: **114921415**
Depositor Account Number: **14009463**
Type of Account: (checking/savings) **Checking**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: **McAllen District Office Strike Force**

OCDETF Investigation/Strategic Initiative Number: **SW-TXS-0740H**

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT	
1.	Leased Vehicle	~~$13,000.00~~	$10,000.00
2.	Computer Equipment	~~$11,144.00~~	$16,424.00
3.	Technical Surveillance Equipment	~~$6,200.00~~	$5,320.00
4.	Office Supplies	~~$11,200.00~~	$7,300.00
5.	Training	~~$20,000.00~~	$10,000.00
6.	~~Travel~~	~~$5,000.00~~	
7.	**TOTAL**	**$66,544.00**	$49,044.00
8.			
9.			
10.			
11.			
12.			
13.			

Addendum A

Reimbursable Cost Jusitification:

The leased vehicles, fuel expenses and travel expenses will be utilized by the Hidalgo County Sheriff's Office Deputy,who is assigned to the McAllen OCDETF Strike Force, in support of Strike Force investigations. Note: One leased vehicle will be assigned to the Hidalgo County SO K-9 Unit. This vehicle will be used to support Strike Force investigations.

The technical surveillance equipment (cameras, trackers) and computer equipment (laptops, stand-alones, color printers) will be utilized by Strike Force members for real time tracking of suspect vehicles, cellular site tracking of pen registers and T-III targets as well as IP based pole cameras deployed in furtherance of Strike Force investigations.

Training funds have been allocated for training of McAllen DO agents and Hidalgo County Sheriff Deputies.

Other Exceptions or Jusitifications:

OCDETF STRIKE FORCE McAllen District Office

ADDENDUM A

COST JUSTIFICATION:

The McAllen District Office Strike Force is requesting the following items which will be utilized by the McAllen DO Strike Force. (FY 2010)

LEASED VEHICLES

Total: $10,000 to cover Leased Vehicle(s).

COMPUTER EQUIPMENT

1 SMART Board 600i interactive whiteboard system to be utilized by Strike Force agents during case briefings and presentations. ($4,200.00)

4 HP H470 Office Jet Mobile Printers ($1,000.00): Color printers needed to print warrants and photos while out in the field.

4 HP Mobile Printer Sleeves (4 @ $40.00= $160.00)

1 HP Color Laser Jet 4700dn Printers ($1,620.00): Color printer needed to print color photos for CS Files, Case Files, U.S. Attorney's Office, Operational Plans and surveillance teams.

4 Dell XPS M1330 Laptop Computers: To be used by Strike Force Agents. The computers will be utilized for real time tracking of suspect vehicles, cellular site tracking of pen register and TIII targets and well as IP based pole cameras deployed in furtherance of Strike Force investigations. (See Attachment – Specifications) $ 9,444.00

Total: $16,424.00

TECHNICAL SURVEILLANCE EQUIPMENT

Vehicle Trackers ($4,620.00)

2 Digital Cameras– Canon PowerShot D10 ($700.00)

Total: $5,320.00

OFFICE SUPPLY

HP 91 Jet Printer/Plotter Printing Supplies ($4,500.00)
For plotters that were purchased FY08. (1 Cartridge/each color)

HP Color Laser Jet 4700 Printing Supplies ($2,200.00) Printing supplies for printers bought last year.

Dell Cartridge/Black Ink Series 7/CH883 – for Dell Printer 966 (10 Carts. at $20.00/each Total: $200.00)

HP 95/98 Ink Cartridge Combo Pack – (8 @ 50.00 Total $400.00)

Total: $7,300.00

TRAINING

Total: $10,000.00 - Training remains to be scheduled.

TOTAL: $49,044.00

BALANCES AFTER MODIFICATIONS

Leased Vehicles	$10,000.00
Computer Equipment	16,424.00
Technical Surveillance Equipment	5,320.00
Office Supplies	7,300.00
Training	10,000.00
TOTAL	**$49,044.00**

DATE: January 27, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDE

ACCOUNT NUMBER: 0-1284-421-00-280-037-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-037-0-442	Rental of Equipment and Vehicles	(3,000.00)
0-1284-421-00-280-037-0-581	In-County Employee Travel	(5,000.00)
0-1284-421-00-280-037-0-584	Registration Fees	(10,000.00)
0-1284-421-00-280-037-0-601	Office and Computer Supplies	(2,740.00)
0-1284-421-00-280-037-0-664	Other Minor Equipment	700.00
0-1284-421-00-280-037-0-665	Minor Computer Equipment	(700.00)
0-1284-421-00-280-037-0-743	Office Furniture and Equipment	4,200.00
0-1284-421-00-280-037-0-745	Computer Equipment	5,240.00
0-1284-421-00-280-037-0-748	Other Equipment	(6,200.00)
	TOTAL APPROPRIATIONS	(17,500.00)
0-1284-331-10-280-037-0-000	Organized Crime Drug Enforcement Task Force	(17,500.00)
	TOTAL REVENUES	(17,500.00)

REASON: **To reduce the budget for the Organized Crime Drug Enforcement (OCDE) Task Force Grant award amended for the new amount of $49,044.00. (The prior budget for $66,544.00 had been approved by Commissioners' Court on 09/29/09.) Grant Period: 10/01/09 to 09/30/10.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19694 **14.B.**

To apply - Recovery Act - Edward Byrne Memorial Justice Assistance Formula Grant Program Solicitation

CC REGULAR

Date:	02/02/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to apply for the Recovery Act - Edward Byrne Memorial Justice Assistance Formula Grant Program Solicitation grant with Criminal Justice Division (CJD) of the Texas Governor's Office.
2. Authorization for County Judge to sign (electronically) the Assurances and Certification form.

BACKGROUND

The application will include the Hidalgo County Sheriff's Office and the offices of Hidalgo County Constable Precinct 2 and Precinct 3. Grant application is to be submitted on-line via the CJD eGrants website.

Amount of grant requested is $2,414,139.00.

JAG Recovery Act

No local cash match is required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

Link: grant.notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/28/2010 04:09 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:16 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 11:19 AM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Emilia Uriegas

Started On: 01/28/2010 02:45 PM

Final Approval Date: 01/29/2010

Applying for CJD – Recovery Act – Edward Byrne Memorial Justice Assistance Formula Grant Program Solicitation

Project Title: Local Border Security Program Grant #: 2332101

State Date: 4/20/2010 End Date: 03/31/2011

Hidalgo County Sheriff's Office will apply for on behalf of Hidalgo County, and will include the Hidalgo Constable Precinct 2 & 3.

The application (on-line application) process has been completed in the CJD Grant Management System, , Judge Rene Ramirez can certify the application (2332010) by logging into the CJD website.

Date line for this grant was January 22, 2010 however an extension was obtained from CJD Grant Coordinator Specialist Judy Switzer.

Recovery Act - Edward Byrne Memorial Justice Assistance Formula Grant Program Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting applications for law enforcement projects that reduce crime and improve the efficiency and effectiveness of the criminal justice system.

Purpose: This solicitation supports the Recovery Act through initiatives that promote public safety in eligible cities and counties.

Available Funding: Federal funds are authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5). Funds will be managed in accordance with federal guidelines for the JAG program. Up to $16 million will be available under this solicitation to support border security.

This solicitation is being issued in accordance with federal guidance as of December 1, 2009. Applicants are advised that additional federal guidance could become available and could affect information requested, timelines, reporting requirements, certifications, and other matters related to this Request for Grant Application (RFA).

Funding Levels:

Minimum amount is $10,000.

Maximum amount - Units of local government are limited to no more than the total amount of local funds expended on criminal justice services in the entity's previous fiscal year. Criminal justice services are defined as the total amount the unit of government spent on law enforcement, corrections and judicial services.

The JAG Recovery Act program does not require a grantee to provide matching funds.

Standards: Grantees must comply with the accountability and transparency requirements of the Recovery Act, the standards applicable to grant funding cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:
(1) proselytizing or sectarian worship;
(2) lobbying;
(3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
(4) vehicles or equipment for government agencies that are for general agency use;
(5) weapons, ammunition, tasers, explosives or military vehicles;
(6) admission fees or tickets to any amusement park, recreational activity or sporting event;
(7) promotional gifts;
(8) food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
(9) membership dues for individuals;
(10) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (i.e., supplanting);
(11) fundraising;

(12) construction;
(13) medical services;
(14) transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
(15) real estate;
(16) vessels (excluding police boats);
(17) aircraft (excluding police helicopters);
(18) luxury items;
(19) casinos or gambling establishments;
(20) aquariums;
(21) zoos;
(22) golf courses; and
(23) swimming pools.

Eligible Applicants:
Aransas County;
Atascosa County;
Bee County;
Brewster County;
Brooks County;
Calhoun County;
Cameron County;
Culberson County;
DeWitt County;
Dimmitt County;
Duval County;
El Paso County;
Frio County;
Goliad County;
Gonzales County;
Guadalupe County;
Hidalgo County;
Hudspeth County;
Jackson County;
Jeff Davis County;
Jim Hogg County;
Jim Wells County;
Karnes County;
Kenedy County;
Kinney County;
Kleberg County;
Lavaca County;
La Salle County;
Live Oak County;
Maverick County;
McMullen County;
Nueces County;
Pecos County;
Presidio County;
Refugio County;
San Patricio County;
Starr County;
Terrell County;

Val Verde County;
Victoria County;
Webb County;
Willacy County;
Wilson County;
Zapata County;
Zavala County;
City of Anthony;
City of Brownsville;
City of Corpus Christi;
City of Del Rio;
City of Edinburg;
City of El Paso;
City of Harlingen;
City of Kingsville;
City of La Joya;
City of Laredo;
City of McAllen;
City of Mission;
City of Orange Grove;
City of Palmview;
City of Pharr;
City of Raymondville;
City of Rio Grande City;
City of Seguin;
City of Sullivan City; and
City of Victoria.

Eligibility Requirements:
(1) Eligible applicants are limited to one application; and
(2) Municipal and County Units of government must provide law enforcement services; and
(3) Municipal and County Units of government must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and have been current in reporting UCR data for the three preceding years; and
(4) Municipal and County Units of government that were eligible for grant funds under the Recovery Act: Edward Byrne Memorial Justice Assistance Formula Grant Program: Local Solicitation must have submitted an application for those funds; and
(5) Municipal and County Units of government must have a Data Universal Numbering System (DUNS) number assigned to its agency (http://fedgov.dnb.com/webform/displayHomePage.do); and
(6) Municipal and County Units of government must be registered in the federal Central Contractor Registration (CCR) database (http://www.ccr.gov or https://www.bpn.gov/ccr/default.aspx).

Eligible Activities:
(1) Interoperability for Communications and Data Exchange Systems;
(2) Records Management Systems;
(3) Training;
(4) Disruption of Gangs;
(5) Disruption of Trafficking in Illegal Drugs, Contraband, and Human Beings;
(6) Law Enforcement Equipment;

(7) Temporary Positions;
(8) Operational Costs; and
(9) Overtime.

Project Period: Grant-funded projects must begin on or after June 1, 2010, and expire on or before May 31, 2011.

Application Process: Applicants can access CJD's eGrants website at https://cjdonline.governor.state.tx.us to register and apply for funding.

Preferences: Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to reducing crime while providing a strong plan for sustaining any positions proposed for funding.

Closing Date for Receipt of Applications: All applications must be certified via CJD's eGrants website on or before January 22, 2010.

Selection Process: Applications will be reviewed by CJD staff members or a group selected by the executive director of CJD. CJD will make all final funding decisions based on eligibility, reasonableness of the project, availability of funding, and cost-effectiveness.

Contact Person: If additional information is needed, contact Judy Switzer at jswitzer@governor.state.tx.us or (512) 463-1919.

AI-19561 **15.A.**

Payment of Claims for Mayra Pena

CC REGULAR

Date: 02/02/2010
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2

Information

CAPTION

J.P. 4/2 - Judge Palacios:
Presentation and approval of claims/invoices from Mayra Pena totaling $1,200.00 for translation services needed by department with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-412-00-068-001-0-831
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
$1,100.00 available balance pending intradept transfer REF: AI-19667.

Attachments

Link: claims
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 02:09 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/29/2010 04:09 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Robert Leal
Started On: 01/21/2010 12:02 PM

Final Approval Date: 01/29/2010

FAX

3Justice of the Peace
Hidalgo County Pct. 4 Pl.2
Mary Alice Palacios
222 North 12th Avenue
Edinburg, Texas 78541
(956)383-0921

To: Monica Badillo
Fax number: (956) 292-7034

From: Robert Leal
Fax number:(956)383-7430

Date: **1/22/2010**

Regarding: Invoices

Phone number for follow-up: 956-383-0921
Number of pages (including coversheet): 14

COMMENTS:

NOTICE:

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Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

HIDALGO COUNTY
Customer MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-12-011	Not Guilty's	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 12-09-2009

CUSTOMER SIGNATURE: DATE

Account Due

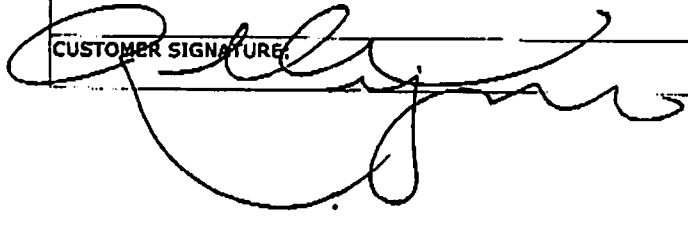
MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

HIDALGO COUNTY
Customer MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-12-010	Civil & Peace Bond	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 12-2-2009

CUSTOMER SIGNATURE: 

DATE 12/2/09

Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

9-30-09

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-09-008	Not Guilty's	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments

AMOUNT DUE OF $100.00 FOR TRANSLATION ON 9-30-09

CUSTOMER SIGNATURE: [signature] DATE 10/27/09

Account Due

5-13-09

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-05-001	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 5-13-09

CUSTOMER SIGNATURE: DATE 5-13-09

Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

5-21-09

HIDALGO COUNTY
Customer MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-05-002	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 5-21-09

CUSTOMER SIGNATURE: DATE 5-21-09

Account Due

6-3-09

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-06-003	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 6-3-09

CUSTOMER SIGNATURE: DATE 6-3-09

Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

6-11-09

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-06-004	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 6-11-09

CUSTOMER SIGNATURE: DATE 6-11-09

Account Due

8-20-09

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

HIDALGO COUNTY
Customer MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-08-004	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 8-20-2009

CUSTOMER SIGNATURE: DATE 8-20-09

Account Due

7-14-2009

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

HIDALGO COUNTY
Customer MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-07-005	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 7-14-2009

CUSTOMER SIGNATURE: DATE 7-14-09

Account Due

9-17-2009

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009-09-007	Civil Cases	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments

AMOUNT DUE OF $100.00 FOR TRANSLATION ON 9-17-2009

CUSTOMER SIGNATURE: DATE 9-17-09

Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

9-30-09

Customer HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	ue Date
MY2009-09-008	Not Guilty's	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments

AMOUNT DUE OF $100.00 FOR TRANSLATION ON 9-30-09

CUSTOMER SIGNATURE: [signature] DATE 10/27/09

Account Due

MAYRA Y. PENA
1401 S. 14TH AVE
EDINBURG, TX 78539
956-393-8233

Customer: HIDALGO COUNTY
MARY ALICE PALACIOS
PCT.4 PLACE 2

Invoice Number	Account Number	Due Date
MY2009.10.009	Civil & Peace Bond	$100.00

Balance	$100.00
Finance Charge	0
Total Due	$100.00

Comments
AMOUNT DUE OF $100.00 FOR TRANSLATION ON 10.29.2009

CUSTOMER SIGNATURE: [signature] DATE: 10-29-2009

Mary Alice Palacios
Justice of the Peace
Precinct 4 Place 2
Hidalgo County, Texas

Court Coordinator
Roberto Leal
Asst. Court Coordinators
Rebecca Arizmendi
Melinda Viela

Court Clerks
Jaime Gamboa
John Paul Alvarado

January 29, 2010

Hidalgo County Auditors Office
Ray Eufracio

Reference: Memo to invoices

To Whom It May Concern:,

On a recent training with a Justice of the Peace from the Justice Court Training Center, were made aware that according to Chapter 57 of the Government Code subsection b: A court may, on its own motion, appoint a certified interpreter or a licensed court interpreter. The office did not obtain a purchase order with the time of the services due to the fact that I was unware that this particular service required one. We will continue utilizing the services of the translator and do have a 2010 purchase order in hand

Subscribed and sworn to before me this 29th day of January 2010

Honorable Judge Mary Alice Palacios
Precinct 4 Place 2

Cc: Hidalgo County Auditors
J.P. Pct 4-2

222 North 12th Ave. * Edinburg, Tx. 78541- Phone No. (956)383-0921 * Fax (956)383-7430

e-mail: jp42rl22@yahoo.com

AI-19723 **16.A.**

Request for approval to increase Tax Office Change Fund for $725.00
CC REGULAR

Date:	02/02/2010
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	Tax Office
Sub-category:	Tax Office

Information

CAPTION

Office Approval to increase the Tax Office Change Fund in the amount of $725.00.

BACKGROUND

The purpose of increase is for beginning cash of newly established Property Tax Collections Sub-Station in Alamo. This will include $500.00 for the main till and $75.00 each for three (3) cashiers.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-152-03-000-XXX-0-000

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

BUDGETARY IMPACT:

After approved by CC, a new account will be created for Alamo sub-station.

Attachments

Link: 19723 tax fund increase

Form Routing/Status

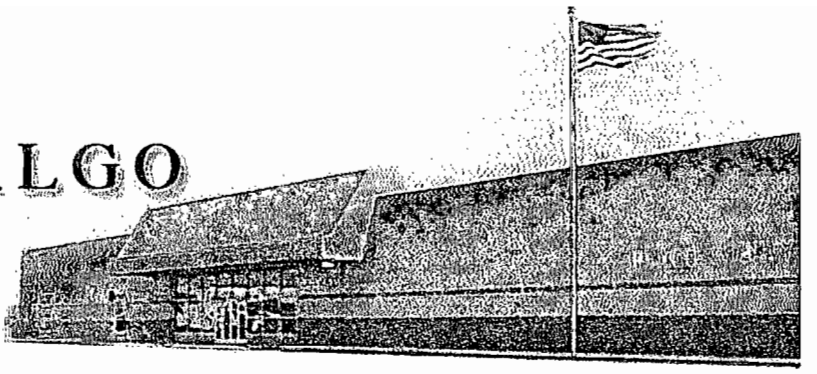
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 04:01 PM	APRV
2	Perla Lopez	Perla Lopez	01/29/2010 04:41 PM	APRV
3	Auditor's Office	Angela Garcia	01/29/2010 04:45 PM	APRV
4	Perla Lopez	Perla Lopez	01/29/2010 05:13 PM	APRV
5	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Mary Garcia Started On: 01/29/2010 03:23 PM

Final Approval Date: 01/29/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

January 29, 2010

Honorable Rene Ramirez
And Commissioners Court
100 E Cano, Administration Bldg
Edinburg, Texas 78539

Dear Judge Ramirez:

Request is respectfully hereby made for an increase in the Tax Office Change Fund in the amount of $725.00.

The purpose of this increase is for beginning cash of the newly established Property Tax Collections Sub-Station in Alamo. This will include $500.00 for the main till and $75.00 each for three (3) cashiers.

Should you have any questions, feel free to contact our office.

Very truly yours,

Armando Barrera, Jr.
Tax Assessor/Collector

ABJ:yv

Xc: Hon. Ray Eufracio
Hidalgo County Auditor
County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539

AI-19566 **18.A.**

Approval of Claim

CC REGULAR

Date:	02/02/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Fire Marshals
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Approval of Claim/Invoice # 29971 from Alice Southern Equipment Service, Inc. in the amount of $319.20 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1100-422-10-300-001-0-432

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

BUDGETARY IMPACT:

available balance of $3,765.16 as of 01/22/10.

PO#631866 from 2009 has $319.20 available balance for this item.

Attachments

Link: Claim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 03:59 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 11:31 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 09:14 AM	APRV
4	Purchasing Department	Marty Salazar	01/29/2010 11:24 AM	APRV

Form Started By: Gloria Rodriguez Started On: 01/21/2010 02:47 PM

Final Approval Date: 01/29/2010

ALICE SOUTHERN EQUIPMENT SERVICE, INC.

INVOICE: 29971
Invoice Date: 09/11/09
Due Date: 10/11/2009

P.O. BOX 2058
ALICE, TX 78333-2058
Phone Number (361) 664-3700 Fax Number (361) 664-3774
Cust No. 0800083

INVOICE TO: HIDALGO COUNTY
2814 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

Phone Number (956) 318-2656

LOCATION : FIRE MARSHALL OFFICE
County : HIDALGO COUNTY-D005

HIDALGO COUNTY
JAN 12 2010
FIRE MARSHAL'S OFFICE

Ordered By: JUAN
Sales Person: ELI GONZALEZ
Dispatcher: TILA

(DELIVERY TICKET 24802)

QTY	DESCRIPTION	BILL FROM THRU	DAYS	DAILY RENTAL	RATE	TOTAL
	OPENED BACK END OF GENERATOR, CLEANED BRUSHES AND TESTED, CLOSED GENERATOR COVER AND GENERTOR IS GENERATING VOLTAGE NOW					
3	HOURS LABOR/ELECTRICAL FIELD SERVICE TECHNICIAN-- Serial Number: ELECTRICIAN JH				83.00	249.00
36	MILES ROUND TRIP Serial Number: MILEAGE				1.95	70.20
	POWERMATE 5500 WATT GENERATOR					

SubTotal: 319.20

THANK YOU FOR YOUR BUSINESS... AMOUNT DUE... $319.20

RECEIVED BY
2010 JAN 13 PM 2 22

INVOICES RECEIVED BY: 1/12/10
GOODS/SERVICES RECEIVED BY ON 1/12/10

P.O. # 631866

9-1100-498-10.300-001-0-432

Approved By: _____

CONDITION OF SALE. The material furnished and labor performed as described on this invoice is performed and sold for credit and the customer agrees and promises to pay the reasonable value of such as invoiced to Customer by Alice Southern Equipment Service, Inc. (seller) at its office in Alice, Jim Wells County, Texas. The person signing this instrument acknowledges that he is an agent of the Customer to whom the work and material is changed, that he has expressed or implied authority to bind the Customer, that he acts within the scope of his authority in accepting such material and labor for the benefit of Customer; that the material furnished and labor performed is entirely satisfactory and Customer waives all claims of any nature for breach of express or implied warranty on the part of Seller; Customer declares that he has fully examined and inspected said work and material and is entirely satisfied with it. All machinery parts and goods sold by Seller are sold "as is" and with all faults, if any, and with the express understanding that Seller does not warrant that they are suitable for any particular purpose and does not warrant that they are of merchantable quality. There are no warranties, express or implied, by Seller. Such machinery, parts and goods are subject only to any warranties and guaranties of the original manufacturer, the terms and obligations of which Seller does not assume. No agent or employee of Seller has any authority to make any verbal representation as to any machinery, parts or goods sold by Seller.

HIDALGO COUNTY

DEC 8 2009

FIRE MARSHAL'S OFFICE

STATEMENT

ALICE SOUTHERN EQUIPMENT SERVICE, INC.
P.O. BOX 2058 ALICE, TX 78333
PH. 361-664-3700 FAX 361-664-3774

PAGE 1
DATE 10/31/2009
ACCOUNT NO. 0800083

ATTN :
Hidalgo County
2814 S. Business HWY 281
Edinburg, Texas 78539

AMOUNT DUE 319.20

TERMS Net 30 Days

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.

INVOICE DATE	INVOICE NO	TYPE	CHECK NO	CHARGES	CREDITS	BALANCE
9/11/2009	29971	Invc		319.20	0.00	319.20

INVOICES RECEIVED BY: Yolanda ON 10/13/09
GOODS/SERVICES RECEIVED BY ON 12/16/09

PO: 631866
9-1100-482-10-300-001-0-432

RECEIVED BY COUNTY AUDITOR
2010 JAN 13 PM 2 22

2009 DEC 16 PM 1 22
COUNTY AUDITOR

Thank you for your business.

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	FINANCE CHARGE	AMOUNT DUE
0.00	319.20	0.00	0.00		319.20

Purchase Order Done After Service was Performed

Delete | Reply | Reply All | Forward | Move/Copy

Show Header Print Hide Envelope

From: Yolanda Orozco Add to Address Book
To: blanca.mayorga
Date: Wednesday, December 09, 2009 4:03:19 PM
Subject: Purchase Order Done After Service was Performed

For Your Information:

September 10, 2009 Tony Pena, Hidalgo County Fire Marshal instructed Juan Martinez, Department Supervisor that he needed to take the portable Generator, as soon as possible, to Alice Southern to be serviced. Juan following Mr. Pena's instructions went ahead and took the Generator to Alice Southern. I realized what was happening when on October 9, 2009 Alice Southern called me to send them the Tax Exemption Form for the service. I processed a requisition for a Purchase Order October 13, 2009 and was disapproved because Purchasing had questions regarding the use of that Vendor. Finally the requisition was approved Purchase Order 631866 has been issued and the Invoice is ready to be processed for payment.

Yolanda Orozco
Hidalgo County
Fire Marshal's Office
E-Mail: yolanda.orozco@co.hidalgo.tx.us
Ph: 956/318-2656, Ext 5910
Fax: 956/318-2697

RECEIVED BY
2010 JAN 13 PM 2 22

2009 DEC 16 PM 4 22

Purchase Order

COUNTY OF HIDALGO

PO#: 631866

DATE: 11/13/09

VENDOR: 372072 REQ:00164047
FAX (361)664-3774 Email:
Phone:(361)664-3700
ALICE SOUTHERN EQUIPMENT SERVICES, INC.
P.O. BOX 2058
ALICE TX 78333
Vendor Acct:

BUYER:
SHIP TO: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539
CONTACT:
SITE: EMERGENCY SERVICES
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		
1	EACH	To service Generator. Conduct operations check and check voltage, HZ, check brushes and adjust voltage.	319.20	319.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		319.20
		********** For Hidalgo County use only		
		9-1100-422-10-300-001-0-432 319.20		
		Approved		

2010 JAN 13 PM 2 22

RECEIVED BY

Authorized by: Martha L. Salazar

AI-19719 **19.A.**

Approval of Geographic Information System (GIS) Interlocal Agreement between County of Hidalgo and City of McAllen

CC REGULAR

Date:	02/02/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mariano Manzano
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	IT Department

Information

CAPTION

Approval of Geographic Information System (GIS) Interlocal Agreement between County of Hidalgo and City of McAllen

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 03:33 PM	APRV
2	Auditor's Office		01/29/2010 05:25 PM	NEW
Form Started By: Monica Badillo			Started On: 01/29/2010 02:45 PM	
Final Approval Date: 01/29/2010				

City of McAllen

RICHARD F. CORTEZ, Mayor
HILDA SALINAS, Mayor Pro-Tem and Commissioner District 3
AIDA RAMIREZ, Mayor Pro-Tem and Commissioner District 4
SCOTT C. CRANE, Commissioner District 1
MARCUS C. BARRERA, Commissioner District 2
JOHN J. INGRAM, Commissioner District 5
JIM DARLING, Commissioner District 6

MIKE R. PEREZ, City Manager

January 27, 2010

Mariano Manzano III
IT Specialist, GIS Office
County of Hidalgo
100 E. Cano St. 4th Floor
Edinburg, TX 78539

RE: GIS Interlocal Agreement

Dear Mr. Manzano:

Enclosed is the above referenced agreement that was approved by the McAllen Board of Commissioners at their Regular Meeting held January 25, 2010. I respectfully request the agreement be executed and that it be returned to me for proper filing. Please feel free to keep a copy for your files.

If you should have any questions, please contact me at (956) 681-1020.

Sincerely,

Annette Villarreal, TRMC, CPM
City Secretary

Enclosure (1)

AV/yr

cc: Belinda Mercado, IT Director

GEOGRAPHIC INFORMATION SYSTEM INTERLOCAL AGREEMENT

This AGREEMENT is made and entered into this 25th day of January, 2010, by and between the County of Hidalgo, herein referred to as "County"; and the City of McAllen, herein after referred to as "Participant"; which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, each of the parties hereto is in the process of implementing a Geographic Information System, hereinafter referred to as "GIS", with the capability for automated graphic display and analysis to provide multiple data layers and information (e.g. land records, land use and facilities); and

WHEREAS, the parties further desire to share selected GIS resources and data sets which are defined under the terms hereof; and

WHEREAS, the County and Participant have incurred costs associated with the creation of products to improve geodetic control and positional accuracy that can be utilized by both parties to develop GIS resources and to facilitate the sharing of data and the integration of GIS applications; and

WHEREAS, staff members of the parties have met periodically, the meetings have resulted in conceptual Agreement on certain areas of common concern, including GIS data and maintenance

WHEREAS, the parties are exploring markets and marketing techniques for GIS data in order to lower costs for governmental agencies and political subdivisions that initially participate so that said participants will enjoy more favorable terms over the lifetime of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AND COUNTY IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS EXPRESSED CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall provide the City, the following resources:

   (a) Initial transfer of all digital imagery acquired by the County via electronic file;

   (b) Initial transfer of spatial and tabular data as maintained by the County GIS Central Repository via CDROM and/or on-line ftp services. Also, the following support will be provided by the County at no cost to the Participant for the term of the Agreement:

   (c) Access to biannual updates of digital imagery acquired by the City via removable hard drives;

   (d) Access to monthly updates of spatial and tabular data as maintained by the County GIS Central Data Repository via CDROM and/or on-line ftp services;

(e) Network service support to all participants where technically feasible to facilitate easier data exchange among participants;

(f) GIS Management Office staff assistance in the design and implementation of GIS resources specifically suited to the City's application requirements. The City understands GIS Management Office assistance will be dependent on available resources.

2. The City shall provide to the County timely updates to authorized spatial and tabular data maintained by the City including data documentation (ie. metadata). Authorized data sets include but are not limited to land use information (Zoning, Resolutions of Intent, current and planned land use) and infrastructure elements (facilities located within the public right of way and on publicly owned land). Data updates will be accomplished via CDROM and/or on-line ftp services.

3. The City and County agree to notify the other party of any proposed changes to the data base design or data structure for data maintained in the County GIS Central Repository.

4. It is understood that the County and the City agree to the following:

(a) The rights and benefits of this Agreement include the right of both parties to this Agreement to utilize the aforementioned data as permitted by law;

(b) It is not the intent of either party to violate any laws of the State of Texas or of the United States.

(c) The Parties may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, mylar, or other non-digital products;

(d) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the respective parties to this Agreement;

(e) No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by the County or the City departments or agencies;

(f) Access to data is herein defined as the right to copies of data in digital Arc/Info format at no cost to either party by exchange of data on CD/ROM and/or on-line ftp services;

(g) Electronic data exchanged under the terms of this Agreement cannot be sold or disseminated by the Participants.

(h) It is understood that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies which do not affect the participant.

5. Term: This Agreement shall remain in force from the effective date of this Agreement for a period of 12 months and will renew automatically unless either party decides to terminate said Agreement. The County or the City may terminate this Agreement at any time with thirty (30) days prior written notice.

6. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof. If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees as may be allowed pursuant to Section 271.159 of the Texas Local Government Code.

8. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

WITNESS THE HANDS OF THE PARTIES effective on this _____ day of _____, 2010.

THE CITY OF MCALLEN

Mike R. Perez, City Manager

COUNTY OF HIDALGO

Rene Ramirez, Interim County Judge

APPROVED AS TO FORM:

By: Kevin D. Pagan, City Attorney

APPROVED AS TO FORM:

ATTEST:

Annette Villarreal, City Secretary

ATTEST:

Arturo Guajardo, Jr., County Clerk

CORRESPONDENCE:

Notices shall be delivered to the parties by personal service, hand delivery, or United States mail at the following addresses:

TO County:
County of Hidalgo
Mariano Manzano III, IT Specialist, GIS Management Office
mariano.manzano@co.hidalgo.tx.us
956-292-7010 X6030
100 E Cano St 4th Floor
Edinburg, TX 78539

TO City:
City of McAllen
Belinda Mercado, IT Director
bmercado@mcallen.net
956-681-1100
P.O. Box 220
1300 Houston Ave
McAllen, TX 78501

AI-19696 **19.B.**

Elections Department- Cell Phones

CC REGULAR

Date:	02/02/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Elections Dept:
1. Authorization to purchase through the County's membership/participation with DIR contract # DIR-SDD-597 with awarded vendor AT&T (Req. # 169211) for the following services:

Quantity	Description	Unit Cost	Total Cost	Notes
4	AT&T Government Pooled Plan 500 min. per line	$49/month - 26%= $36.20 X 12 months	$1,740.48	Some government fees apply to service cost.

2. Approval of the attached application for cellular phone service request under the county's newly adopted cell phone policy.

BACKGROUND

Phone #s as follows:
(956) 207-0406
(956) 207-0454
(956) 207-0396
(956) 393-8134

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Req. # 169211
Available balance as of 01/28/10

Attachments

Link: signed form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	01/28/2010 04:35 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 08:20 AM	APRV
3	Roland Garcia	Rolando Garcia	01/29/2010 01:17 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Veronica Lopez

Started On: 01/28/2010 03:14 PM

Final Approval Date: 01/29/2010

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 4

Service: $_____/mo (x) 12 months = $1,740.48 Account: 0-1100-414-00-130-001-0- -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -662

Requisition Total: $1,740.48 Requisition Number: 169211

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -662

Requisition Total:_____ Requisition Number:_____

(7) Elected Official/Department Head Authorization for Request:

Yvonne Ramon | Yvonne Ramon | 12/22/2009

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | Valde Guerra | 1/29/10

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

AI-19688 **19.C.**

Name Change

CC REGULAR

Date:	02/02/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Facilities Management:
1. Authorization to change the name and account number for data card 956-225-8733 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following:

Description:	Department:	Transfer From:	Transfer To:	Data Card Number:
Ovation U727	Facilities Management	Oralia Regino	Richard Sunday	956-225-8733
Ovation U727	Facilities Management	1100-415-00-200-001-0-532 Info.Tech	1100-419-40-220-001-0-532 Facilities Mgt.	956-225-8733

2. Approval of the attached application for cellular phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-532

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

BUDGETARY IMPACT:

Available balance of $7,140.00 as of 01/29/10.

Attachments

Link: request form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 01:52 PM	APRV
2	Olga Garza	Olga Garza	01/29/2010 10:11 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Griselda Salazar — Started On: 01/28/2010 12:55 PM

Final Approval Date: 01/29/2010

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☒ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Richard Sunday (956) 225-8733

Department #: _____ Employee ID #: 175781 Office: Facilities Mgt.

Service: $55.00 /mo (x) 12 months = $660.00 Account: 9-1100-419-40-220-001-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: $ _____ **Requisition Number:** _____

(7) ~~Elected Official~~/Department Head Authorization for Request:

_____ Signature | Valde Guerra Print Name | 12/10/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | Valde Guerra Print Name | 12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

Revised: 04/08/2009

AI-19687 **19.D.**

Name Change

CC REGULAR

Date:	02/02/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Comm. Pct. #3:
1. Authorization to change the name for data card number 956-225-8607 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following:

Description:	Department:	Transfer From:	Transfer To:	Data Card Number:
Ovation U727	Comm. Pct.3	Elva Borrego	Mona Parras	956-225-8607

2. Approval of the attached application for cellular phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-004-0-532

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

BUDGETARY IMPACT:

Available funds as of 1/28/10 is $4,150.00.

Attachments

Link: request form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 01:51 PM	APRV
2	Perla Lopez	Perla Lopez	01/28/2010 03:07 PM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:38 AM	APRV
4	Purchasing Department	Marty Salazar	01/29/2010 11:39 AM	APRV

Form Started By: Griselda Salazar Started On: 01/28/2010 11:38 AM

Final Approval Date: 01/29/2010

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☒ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Mona Parras, Chief Administrator

Department #: 123 Employee ID #:_____ Office: Pct #3

Service: $_____/mo (x) ____ months = $0.00 Account: 9-1203-431-00-123-004-0--532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature | Dr. Mona R. Parras (Print Name) | 11-12-09 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 12/10/09 (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

Revised: 04/08/2009

AI-19658 **19.E.**

Delete Cell Phone Service

CC REGULAR

Date:	02/02/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Right of Way:
1. Authorization to delete cellular phone service for 956-648-7660, 956-207-9298, and 956-457-5460 through the County's membership/participation with CONTRACT: C09-231-09-22 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	UT Starcomm CDM7025	Right Of Way	Carlos Moreno, Jr.	956-648-7660
1	UT Starcomm CDM7025	Right Of Way	Jaime Salinas	956-207-9298
1	UT Starcomm CDM7025	Right Of Way	Guadalupe Rodriguez	956-457-5460

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-260-001-0-532

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

BUDGETARY IMPACT:

No negative budgetary impact.

Attachments

Link: Request Forms

Link: Request Form ID 144355

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:21 AM	APRV
2	Olga Garza	Olga Garza	01/29/2010 09:54 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Griselda Salazar — Started On: 01/27/2010 03:33 PM

Final Approval Date: 01/29/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Carlos Norino Employee ID# 154008 Signature: [signature]

DEPARTMENT: Right of Way DEPT #: 260 (954) 648-7660

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

(3) Elected Official/Department Head Authorization for Request:

[signature]	Jose N. Pena	11/27/10
Signature	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-

☐ **SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jaime Salinas Employee ID# 124365 Signature: [signature]

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 260 207-9298

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

(3) Elected Official/Department Head Authorization for Request:

[signature] Joe N. Pena 11/27/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ **SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

1/28/2010

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Guadalupe Rodriguez Employee ID# 144355 Signature:

DEPARTMENT: Right of Way DEPT #: 260

457-5460

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Jose N. Pena	1/28/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-

☐ **SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

AI-19648 **19.F.**

Delete Cell Phone Service

CC REGULAR

Date:	02/02/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Safety Division:
1. Authorization to delete cellular phone service through the County's membership/participation with CONTRACT: C09-231-09-22 for 956-313-9869 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	UT Starcomm CDM7025	Safety Division	Pedro Luna	956-313-9869

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-532

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

BUDGETARY IMPACT:

No fund required. Deleting cell phone service.

Attachments

Link: Request Form

Link: memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:15 AM	APRV
2	Erika Zamora	Erika Zamora	01/29/2010 04:00 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Griselda Salazar Started On: 01/27/2010 02:26 PM

Final Approval Date: 01/29/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Pedro Luna Employee ID# 015342 Signature: Pedro Luna

DEPARTMENT: 956-313-9869 DEPT #: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Roy Quintanilla	1/26/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ **SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 1/21/2009

The County of Hidalgo, Texas
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Mr. Renan Ramirez
Information and Technology Director

From: Roy Quintanilha
Safety Director

Date: January 26, 2010

Ref: Cancelation of Cellular Telephone

Safety Officer Pedro Luna has chosen not to use a County issued Cellular Telephone. We ask that cell phone (956) 313-9869 be terminated effective today, January 26, 2010. Cell Phone, case and charger is being returned. Please remove this number from our account immediately after receipt of stated items.

The Safety Officer will be using his personal cellular telephone.

cc: Mr. Valde Guerra, Executive Officer for Commissioners Court

ENCS: Affidavit

2818 S. Hwy 281, Edinburg, Texas 78539 * ph (956)318-2644 * fax (956)318-2658

AI-19654 **20.A.**

Street Improvement project - Pct. #1

CC REGULAR

Date:	02/02/2010
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 TEDSI Engineering in the amount of $24,000.00 utilizing Year 22 (2009) funds for a Street Improvements Project for the Hidalgo County Precinct No. 1 Saenz Street (also known as Mile 2 2/3).

BACKGROUND

TEDSI Engineering has submitted a best and final offer for professional engineering services for the construction of Saenz Street located within the Hidalgo County Precinct No. 1 boundaries. TEDSI Engineering, was the highest rated firm by Commissioner's Court. Contract approval in the amount of $24,000.00 is being requested. See attached scope of services.

Contract Amount: $ 24,000.00
Funds Available: $371,594.92 (2009 FY 22)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Street Improvement funds for this project.

Contract Amount: $ 24,000.00
Funds Available: $371,594.92

Attachments

Link: engineer contract/project

Link: Contract

Form Routing/Status

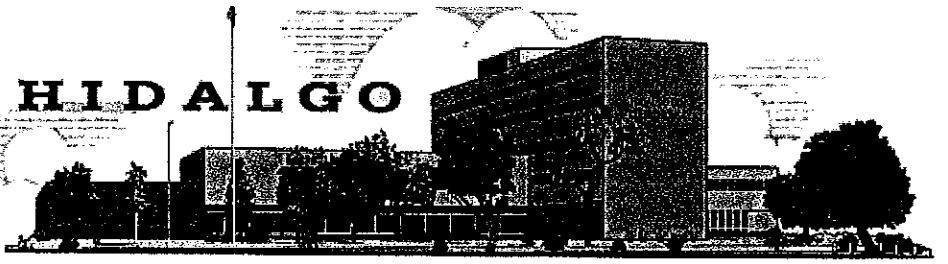
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 09:17 AM	APRV
2	Perla Lopez	Perla Lopez	01/28/2010 11:32 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Estella Webber

Started On: 01/27/2010 02:52 PM

Final Approval Date: 01/29/2010

COUNTY of HIDALGO



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

January 27, 2010

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

Re: Best and Final Offer - Engineering Services
Street Improvements 2009 – Saenz Ave.

Dear Mrs. Garcia:

Pct. 1 is requesting approval of the proposal for engineering services provided by TEDSI Engineering in the amount of $24,000.00 for CDBG Year 22 (2009) Street Improvement Project.

Pct. 1 is requesting approval of the item be placed on the February 2, 2010 Hidalgo County Commissioners Court Agenda.

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

Sincerely,

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

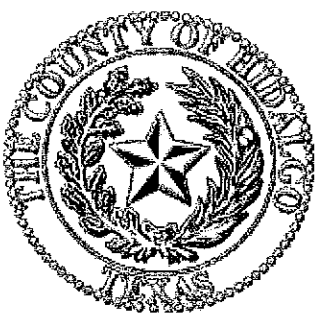


EXHIBIT "A"
Scope of Services to be Provided by the Engineer

Hidalgo County Pct 1 Saenz St from Business 83, north to outfall ditch (1350')

GENERAL
This contract will include the following work for the Saenz St project:

PROJECT SCOPE BASIC SERVICES
The ENGINEER shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Saenz St.** The ENGINEER shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 1.

ROUTE AND DESIGN STUDIES
1) Develop and assemble Preliminary Construction Cost Estimates at 60% and final plan milestone submittals.
2) Develop Roadway Design Criteria.
3) Assist in developing a public involvement plan.
4) Identify and locate all major utilities within the study limits.
5) Design roadway within existing ROW and easements.

UTILITIES
1) Identify & map existing utility locations.
2) Coordinate and attend utility coordination meetings. Provide copies of plans to the utility companies at 60% and final plan submittals.
3) Coordinate with utility companies to determine areas of conflicts.

ROADWAY DESIGN CONTROLS
1) Grading Design
   a) Finalize horizontal and vertical alignments.
   b) Prepare Horizontal Alignment Data sheets and Survey Control Data sheets.
   c) Prepare Project Layout sheets.
   d) Develop Typical Sections.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
   f) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheet.

DRAINAGE
1) Coordinate all drainage design with Hidalgo County Pct 1.
2) Identify the drainage watersheds for this project, by means of site visits, as built-plans, USGS data, Pct 1 Drainage Studies and Survey information.
3) Calculate the existing and proposed discharge values, analyze the existing outfall channels & storm sewer systems all for a 2 yr design frequency.
4) Design and develop storm sewer system plans for the proposed roadway improvements.
5) Compute and summarize all drainage quantities.
6) Select all drainage standards and develop all miscellaneous drainage details.
7) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop SW3P Plans. SW3P controls may include but are not limited to temporary sediment fence, construction exits, and rock berms.
   c) Compute and summarize all SW3P quantities.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

1) Signing and Pavement Markings
   a) Signing and Pavement Marking Layouts to be included on Plan and profile sheets.
2) Signalization
   a) None required.

MISCELLANEOUS (ROADWAY)

1) Develop Miscellaneous Roadway Details.
2) Prepare Advance Warning Signage and Barricades at intersecting roadways.
   a) No Traffic Control Narrative or Plan will be developed within project limits.
3) Prepare Title Sheet and Index sheets.
4) Calculate project quantities and prepare quantity summary sheet.
5) Prepare general notes.
6) Prepare list of Standard Drawings to be included in the plans.
7) Assemble plans for project milestones. Two reproducible paper (11" x 17") copies of the plans shall be submitted to the Pct 1 at the 60% and final design completion stages.
8) Upon completion of the review of the final plans, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards.
9) Coordinate with Pct 1 and other agencies.

CONSTRUCTION SERVICES

1) Prepare Bid Documents
2) Evaluate Bids
3) Make award recommendation
4) Coordinate with contractor for preparation of contract documents.
5) Issue NTP to contractor
6) Perform 1 monthly visit to construction site during construction.
7) Review contractor pay requests
8) Prepare change orders
9) Final walk thru
10) Record drawings

FIELD SURVEYING

1) Cross sections/Topo
   - Provide cross sections every 100' (up to ROW line, ROW varies from 30'-45')
   - Cross section drainage channels,
     - At down and upstream faces and one section 200 ft down and upstream of proposed outfall as required.
   - Provide topo survey of entire project length including:
     - Topography within existing or proposed right of way.
     - Intersections at each project's limits
     - Include flow lines, size and direction of irrigation and drainage channels/structures
     - Include utilities and drainage structures
     - Perform one-call (Dig Tess) and identify and locate utilities (within limits of ROW) as flagged/marked by utility companies
     - Provide copies of all utility maps obtained from utility companies along with one call (Dig Tess) documentation/confirmation.
     - Provide list of each utility contact person
     - Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains

- Survey sanitary sewer manholes downstream and upstream of project to determine flow and connectivity.
- Locate proposed soil core holes as drilled.
- Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
- Establish 2 benchmarks for project control.
- Provide project ties at limits of project in order to provide adequate length to establish grades.
- Provide a one-time staking of the selected centerline after pre-construction meeting.

- ROW – locate property corners
  - Bixby Subdivision Lot 16 – SWC
  - Bixby Subdivision Lot 18 – SEC
  - Hope Lumber-Mercedes Subdivision Lot 1 – NEC
  - Colonia Saenz Lot 1 or Lot 18 - NWC

ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

- Utility Design
- ROW Acquisition Services
- Traffic Studies
- Design of irrigation ditches and lines
- Construction staking, except as noted in Field Survey Section
- Construction Staking, except as noted in Field Survey Section
- Development of specifications (TxDOT specifications to be used)
- Submittal of documents to other agencies: Pct 1 to submit required documents (prepared by TEDSI)
- Design of new drainage outfalls (design to tie into existing outfalls)
- All Environmental Services and Site Assessment and necessary permits in regards to:
  - Impacts
  - Wetlands
  - Endangered species
  - Historic/archaeological/cultural
- Coordination with regulatory agencies
- Advertisement and award of construction contract
- Railroad company flagman services
- Geotechnical Services: pavement section design, testing prior to PS&E development and testing during construction
- Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

Scope of Services to be Provided by the Owner

Hidalgo County Pct 1 Saenz St from Business 83, north to outfall ditch (1350')

GENERAL

The following provides an outline of the services to be provided by the Owner in the development of the Work Authorizations.

The Owner will provide to the Engineer the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Issue Contract and Authorization to the Engineer to begin work.
3) Payment for work performed by the Engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required permits from regulatory agencies
6) Submittal of documents to other agencies.
7) Acquire additional Right of Way identified by the Engineer (Should ROW acquisition be needed)
8) Provide ROW certification to Engineer prior to PS&E development.
9) Provide any available relevant data that may be on file concerning the Project.
10) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
11) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
12) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
13) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
14) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
15) Provide assistance to Engineer where necessary and possible with Owner information and resources to ensure project is completed within a timely and efficient basis.
16) Coordinate with Railroad company and issue payment for Railroad flagman
17) Provide Engineer with geotechnical data including:
    a. Pavement design.
    b. Testing prior to PS&E development.
    c. Testing during construction.

EXHIBIT D - Fee Breakdown
BEST AND FINAL OFFER

Hidalgo County Pct 1 Saenz St from Business 83, north to outfall ditch (1350')

Basic Services	
Plans, Specifications and Estimates	**$24,000.00**
TOTAL FEE	**$24,000.00**

HIDALGO COUNTY PCT 1 - SAENZ ST, FROM BUSINESS 83 NORTH TO OUTFALL DITCH (1350') CONSTRUCTION COST ESTIMATE				
DESCRIPTION	**UNIT**	**QTY**	**PRICE**	**TOTAL**
Roadway Improvements				
PRIME COAT (MC-30)	GAL	600	$3.75	$2,250.00
D-GR HMA(QAQC) TY-D SAC-B PG76-22	TONS	342	$60.00	$20,520.00
LIME (HYD, COM, OR QK(SLURRY)) FLEXBASE	TON	28.1	$130.00	$3,659.18
LIME TRT (NEW BASE)(8")	SY	3750	$1.00	$3,750.00
FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS) (CY)	CY	834	$22.00	$18,348.00
LIME (HYD, COM, OR QK(SLURRY)) SUBGRADE	TON	55.7	$130.00	$7,239.38
LIME TRT (EXST MATL)(6")	SY	3750	$1.00	$3,750.00
CONC GUTTER (1.5 FT)	LF	50	$24.00	$1,200.00
CONC CURB & GUTTER (TY A)(BARRIER)	LF	2700	$5.50	$14,850.00
RC PIPE (CL III)(24 IN)	LF	865	$44.00	$38,060.00
RC PIPE (CL III)(30 IN)	LF	350	$54.00	$18,900.00
CL A CONC (MISC)(4")	SY	25	$50.00	$1,250.00
INLET (COMPL)(TY F)	EA	10	$3,500.00	$35,000.00
MANH (COMPL)(TY M)	EA	3	$5,000.00	$15,000.00
TRENCH EXCAVATION PROTECTION	FT	1215	$1.30	$1,579.50
PREPARING ROW	STA	13.5	$1,500.00	$20,250.00
DRIVEWAYS (ACP)	SY	390	$21.00	$8,190.00
Traffic Improvements				
MOBILIZATION	LS	1	$1,500.00	$1,500.00
BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	$1,000.00	$3,000.00
RAILROAD REPRESENTATIVE ON SITE	MO	3	$3,600.00	$10,800.00
REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	100	$10.00	$1,000.00
REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	340	$1.00	$340.00
REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	500	$1.00	$500.00
REFL PAV MRK TY I (W)(RR XING)(100MIL)	EA	1	$120.00	$120.00
INS SM RD SN SUP&AM TY 10BWG(1)SA(P)	EA	4	$500.00	$2,000.00
INS SM RD SN SUP&AM TY 10BWG(2)SA(P)	EA	2	$800.00	$1,600.00
REMOVE SM RD SN SUP&AM	EA	2	$75.00	$150.00
Environmental Improvements				
CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	1050	$0.20	$210.00
FERTILIZER	AC	0.22	$500.00	$110.00
VEGETATIVE WATERING	MG	52.5	$13.20	$693.00
TEMPORARY SEDIMENT CONTROL FENCE	LF	50	$2.25	$112.50
BIODGRD EROSION CONTROL LOG (8" DIAM)	LF	160	$3.00	$480.00
CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	39	$13.00	$507.00
CONSTRUCTION EXITS (REMOVE)	SY	39	$5.00	$195.00
	GRAND TOTAL			**$237,114.00**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5009-91-0311-5000-9100

Professional Services Agreement

This Agreement, entered into this **2nd day of February, 2010** 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 **TEDSI Infrastructure Group** duly authorized Engineer, herein acting by **Jose A. Sanchez** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements (Saenz Street Project)**Account(s) **5009- 91-0311-5000-9100.** *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

requested.

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$24,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **2nd of February, 2010.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2010.

_____

Engineer's Signature

Firm Name: **TEDSI Infrastructure Group**

Address: **1201 East Expressway 83**

City/ST/ZIP: **Mission, Texas 78572**

FED ID #ISS #: **76-0128014**

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

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

AI-19642 **21.A.**

Approval of Payment - Burner Collection Site

CC REGULAR

Date:	02/02/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Consideration and approval to purchase a certain tract of land described as Parcel # 3 Burner Collection Site Project - Omar Salinas.

2. Consideration and approval to purchase a certain tract of land described as Parcel # 4 Burner Collection Site Project - Manuel Chavez and Daniel Almaraz.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-121-001-0-719

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

BUDGETARY IMPACT:

Available balance of $102,000.00 as of 01/28/10.

Attachments

Link: Burner Site 1

Link: Burner Site 2

Link: Burner Site 3

Link: Burner Site 4

Link: Burner Site 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 08:55 AM	APRV
2	Olga Garza	Olga Garza	01/28/2010 03:40 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Sandra Garcia Started On: 01/27/2010 11:46 AM

Final Approval Date: 01/29/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

Jose N. Peña
Director

To: **Commissioners Court**

From: **Joe Pena**
Director
Right of Way Dept.

Date: **December 21, 2009**

Subject: **Burner Site Project**
Parcel # 4-Manuel Chavez/Daniel Almaraz

Appraised Value	**$49,403.00**
Settlement Demand	**$49,903.00**
Diff.	**$500.00**

Commissioners Court Executive Session December 22, 2009.

12/22/09 **Approved**

_____ **Not Approved**

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

Leonel Garza Jr. & Associates LLC

Restricted Use Appraisal Report

Subject: A 2.50 (Gross) Acre Tract of Land out of The Rear of a Larger 4.92 Acre (Net) Tract of Land

Owner of Record: Manuel Chavez

Client: Hidalgo County Right of Way Department
C/o: Joe Peña, Director of Right-of-Way

August 31, 2009
(Date of Report)

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service)
Fax (956) 687-9236 Email Address: leonel3@aol.com

Leonel Garza Jr. & Associates LLC

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultants

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service) Fax (956) 687-9236
Email Address: leonel3@aol.com

August 31, 2009

Hidalgo County Right of Way Department
Joe Peña, Director of Right-of-Way
509 East Earling
San Juan, Texas 78589

RE: Being a 2.50 acre (Gross) tract of land, more or less, out of Lot Ten (10), Block Ninety-nine (99), Campacuas Addition, Llano Grande Grant, Hidalgo County, Texas.

Mr. Peña:
In accordance with your request, we are pleased to present our restricted use appraisal report of the residential use tract located at the above-described location. This appraisal report shall establish the fee simple market valuation of the subject property to be used for analysis as determined by Hidalgo County Right of Way Department as per scope of the assignment. The assignment is to establish the current market valuation of the subject property in its present state and to be reported in a Restricted Use Report for the sole use for analysis by Hidalgo County Right of Way Department. This report, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice for a Restrict Use Appraisal. This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, General Certified Real Estate Appraiser, personally inspected the subject property on July 21, 2009 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value as per scope. The report has been written as per scope in a Restricted Use format of which limits the use of the report to the intended client only. The appraisers opinions and conclusions set forth in the report may not be understood properly without additional information provided within the appraisers work file. It should be understood by the client and intended user, Hidalgo County Right of Way Department, that this report is limited to the scope of the assignment and information provided by Hidalgo County Right of Way Department included but not limited to, excerpt of previous appraisal reports provided for purpose of establishing and completing said assignment. This report shall comply with the specific approach to value requested by Hidalgo County Right of Way Department for purposes of this report. Any other approaches to value not included in this analysis does not indicated there inapplicability, however, they may not be the most reliable method of market value as selected by the client and verified by this appraiser. This is a restricted use appraisal report does not include any personal property such as equipment, signs, and does not include any benefit for business interest as per scope. If you have any questions about this report or if any item needs clarification please do not hesitate to call on us at (956) 687-7295. As derived from the facts within this report, the market value of the above-described property as of July 21, 2009 is indicated to be:

$49,403

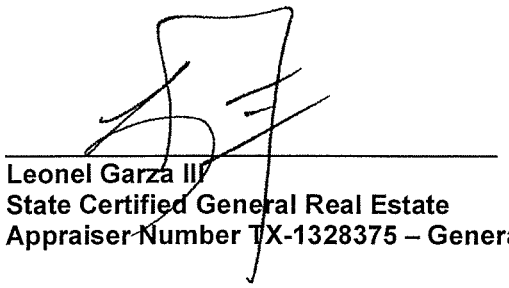
Sincerely,

Leonel Garza III
State Certified General Real Estate
Appraiser TX-1328375-General

Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2008-2009 Edition).* This restricted use report is limited to the information provided by Hidalgo County Right-of-Way Department and other information provided to this appraiser during the course of the assignment.
- I have made a personal inspection of the property that is the subject of this report. Thomas M. Davis and Leonel Garza III personally inspected the subject property from on-site and off-site on July 21, 2009.
- No one other than the Appraiser with Leonel Garza Jr. & Associates, LLC provided significant professional assistance in the preparation of this report.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives. I also acknowledge that Leonel Garza III, is an associate member of the Appraisal Institute and is not MAI Designated, however, is currently seeking designation. Leonel Garza III is a designated a Master Real Estate Appraiser, through the National Association of Master Appraisers (NAMA).



Leonel Garza III
State Certified General Real Estate
Appraiser Number TX-1328375 – General

Assumptions and Limiting Conditions

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. This is a restricted use appraisal, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice. This report does not include a full discussion of data, reasoning, and analysis of which was utilized to develop an opinion of value. All supporting information and documentation, analysis is retained in the appraisers working file. The information set forth in this restricted use report was designed specifically for the intended user and specific needs of the client, Hidalgo County Right-of-Way Department.

3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. This appraiser assumes no responsibility for matters of a legal nature affecting the subject property being appraised or the titles, liens ect, not disclosed to this appraiser for purposes of this report. This report has been performed under the limited information provided by the client.

4. Responsible ownership and competent property management are assumed.

5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. Any sketch included in the body of this report shall be utilized for demonstrative purposes and is subject to a current survey.

7. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

12. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

15. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

16. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the existing lease terms.

17. Neither all, nor any part of the contents of the report, or a copy thereof (including conclusions as to the property value, the identity of the Appraisers, professional designations, or the firm with which the Appraisers are connected, shall be used for any purposes by anyone for any reason but for the intended client of this report, without written consent from the office of Leonel Garza Jr. & Associates LLC.

18. It is understood that the scope of the assignment is to perform said appraisal in the subjects current state and current legal description as platted and recorded.

19. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

20. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

21. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

23. This appraiser has made a visual inspection of the subject property, and observed no obvious adverse environmental concerns, pesticides or other potentially hazardous materials. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. It should be noted that that the subject property is currently being utilized as a scrap/salvage yard. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraisers observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concerns is indicated to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment with additional cost to be determined by Leonel Garza Jr. & Associates LLC.

Purpose Of The Appraisal
This appraisal is prepared for the purpose of estimating the market value of the fee simple estate of the subject property, as defined in within this restricted use report, as of July 21, 2009. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements. The purpose is further defined as for internal use by Hidalgo County Right-of-Way Department under the direction of Joe Peña.

Identification of Client & Intended Use of Appraisal
The client for this report is identified as Hidalgo County Right-of-Way Department. The intended use of the report is to assist Hidalgo County Right of Way Department in the proposed purchase of said property for the specific use by the County of Hidalgo for the expansion of an adjoining waste collection site.

Scope of the Assignment
As per engagement letter dated June 18, 2008, Hidalgo County Right of Way Department, requested for Leonel Garza Jr. & Associates LLC to prepare a restricted use appraisal report of the fee simple estate of the subject property described within this report. The client has identified that the report shall be a restricted use report with a review of a specific approaches to market value of which are determined to be the most applicable approach for the subject property. In the case of the subject property, the Cost Approach to market value was the most applicable approach for the subject property. The subject neighborhood shall be inspected as to observe any external obsolesce or economic factors, which may or may not be pertinent to the subject property's valuation. Market sales within the market area and comparable market areas were identified and analyzed for comparability and for reliability in determining the estimated market value of the subject property. The appraisal report shall indicate the "As Existing Market Value" of the subject property as per inspection date of on-site visit, July 21, 2009.

Property Rights Appraised
This appraisal requires a review of the rights to title that may be legally owned. The property rights appraised in this report are of the fee simple estate.

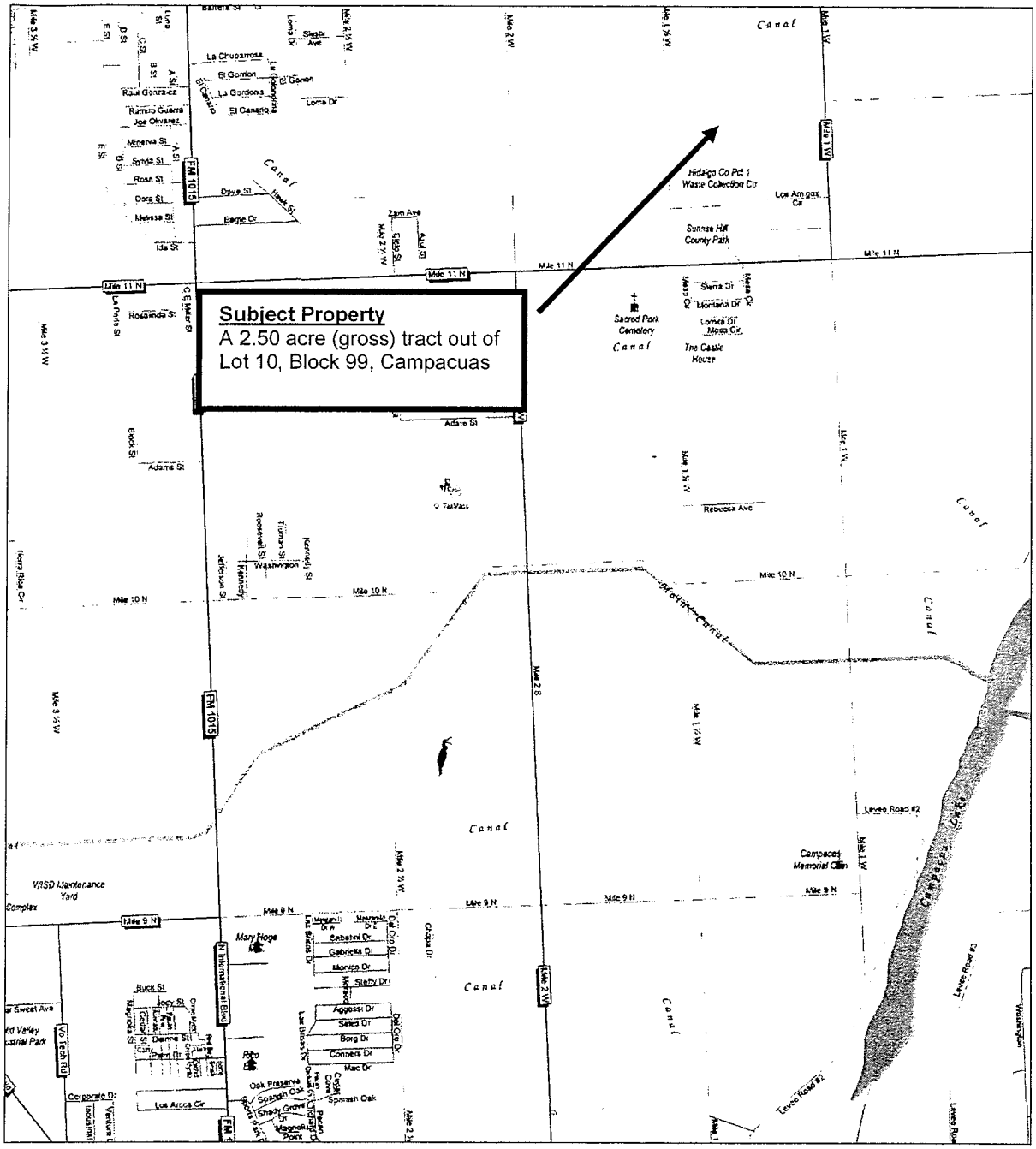
Identification of Personal Property
No personal property was included nor indicated as per scope of the assignment

Definition Of Market Value
Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

1. *Buyer and Seller are typically motivated*
2. *Both parties are well informed or well advised, and each-acting in what they consider their own best interest.*
3. *A reasonable time is allowed for exposure in the open market.*
4. *Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.*
5. *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions

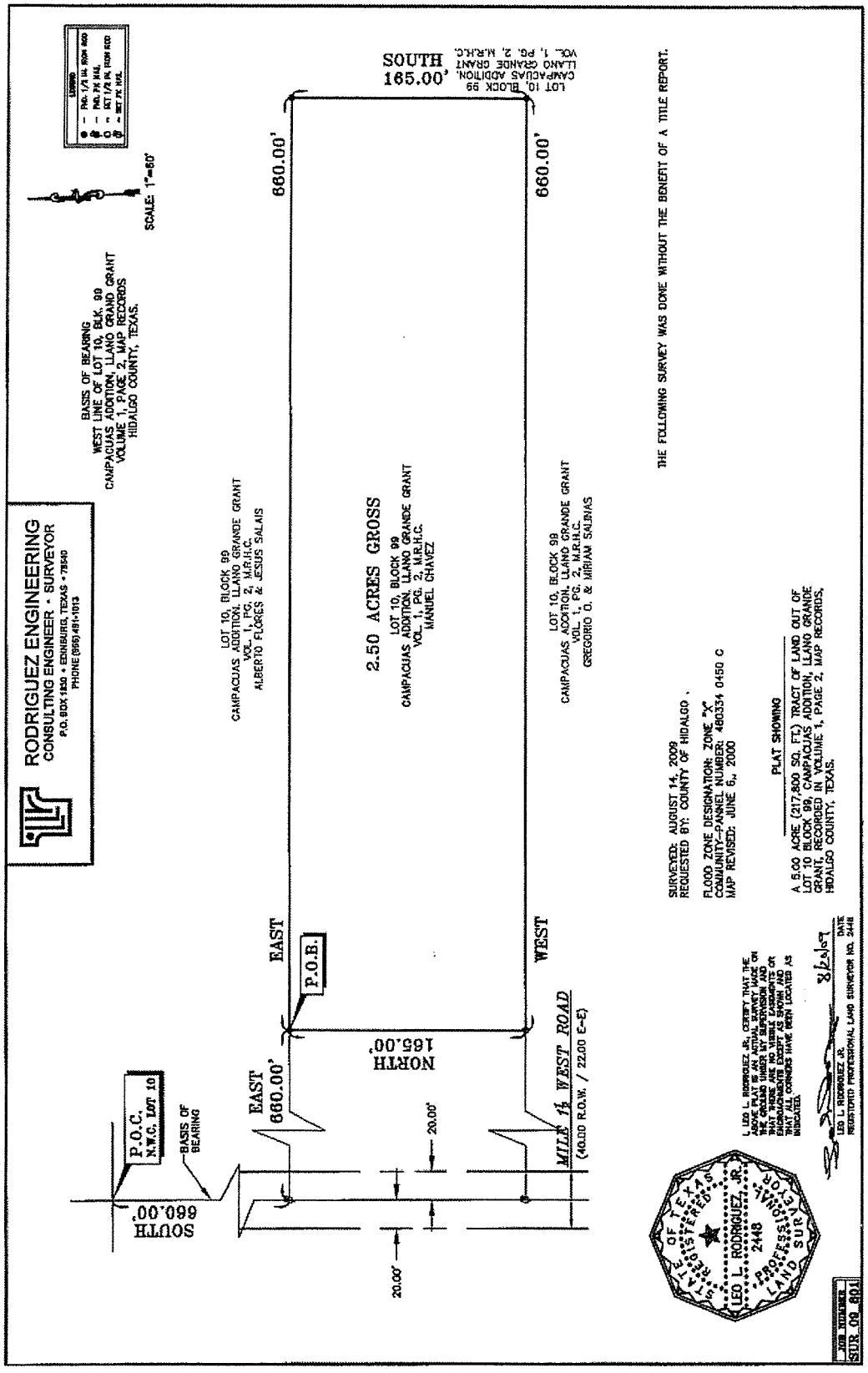
Subject Location Map



Aerial Map of Subject Property



Provided Survey of the Proposed Acquisition



Provided Field Notes of the Proposed Acquisition

RODRIGUEZ ENGINEERING CONSULTING ENGINEER/SURVEYOR

FIELD NOTE DESCRIPTION

Being 2.50 acres of land situated in Hidalgo County, Texas, and being out of Lot 10, Block 99 Campacuas Addition, Llano Grande Grant: said subdivision being recorded in Volume 1, Page 2 of the Hidalgo County Map Records, and said 2.50 acre tract being more particularly described by the metes and bounds as follow:

Commencing at a P-K nail set for the northwest corner of Lot 10, Block 99, of said subdivision, said point being at the centerline of Mile 1 ½ west road (40 feet wide), thence south along the west line of said Lot 10, a distance of 660.00 feet to a P-K nail set.

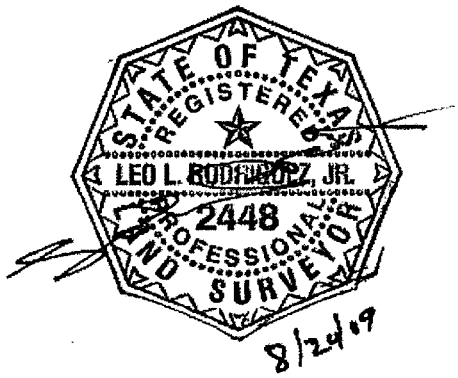
Thence, east, at a distance of 20.00 feet pass a ½ inch iron rod found as the east right-of-way line of Mile 1 ½ west road, and continuing east for a total distance of 660.00 feet, to a ½ inch iron rod set for the northwest corner and the point of beginning of this herein described tract of land.

Thence, continuing east, 660.00 feet along the north line of this tract to a 1/2 inch iron rod found for the northeast corner of this tract.

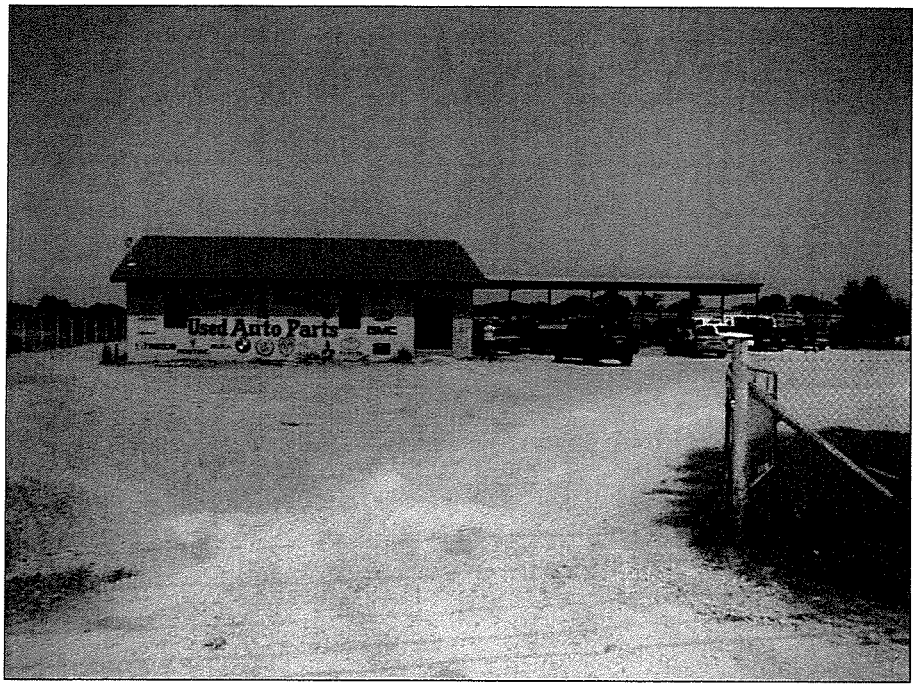
Thence south, along the east line of Lot 10, Block 99 a distance of 165.00 feet to a 1/2 inch iron rod found for the southeast corner of this herein described tract of land.

Thence west, along the south line of this tract, a distance of 660.00 feet to a 1/2 inch iron rod set for the southwest corner of this tract.

Thence, north distance of 165.00 feet to the place of beginning and containing within these metes and bounds, a 2.50 acre parcel of land, more or less.



Photographs Taken on July 21, 2009



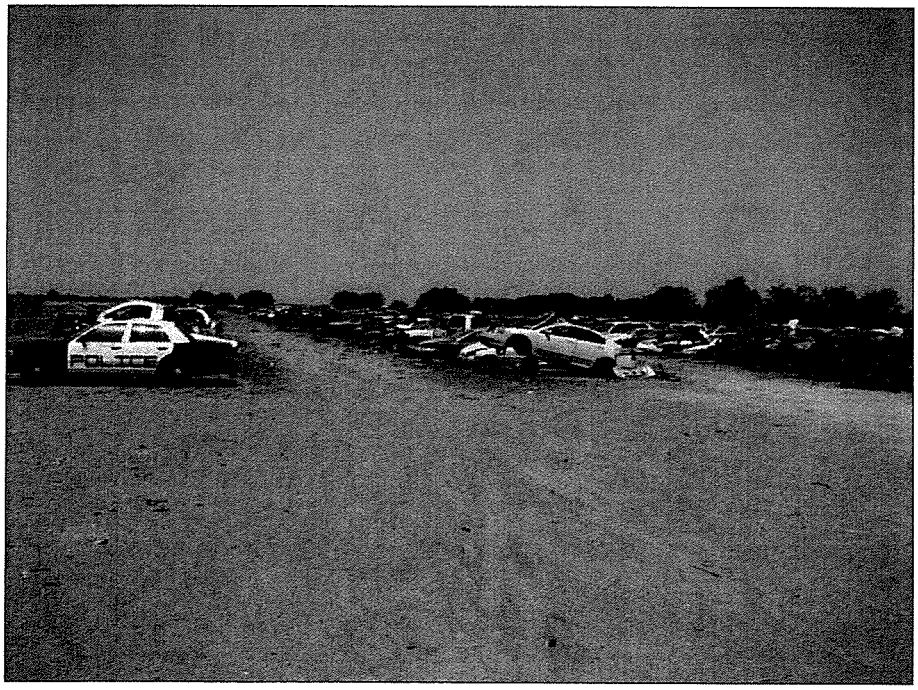
View of the subject property from Mile 1 ½ Road.



Southern view of Mile 1 ½ Road.



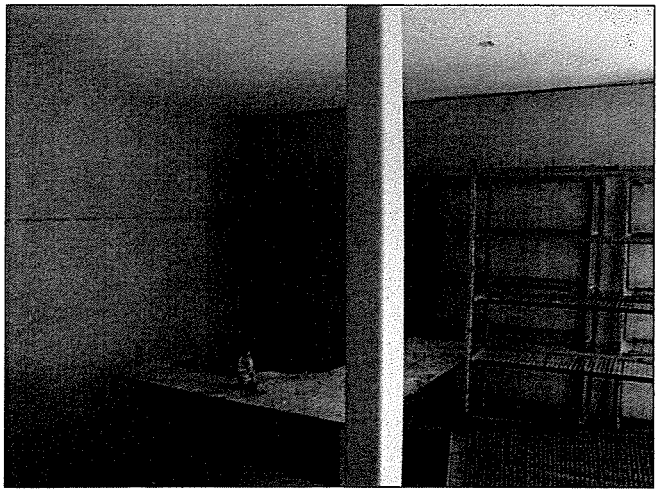
Northern view of Mile 1 ½ Road.

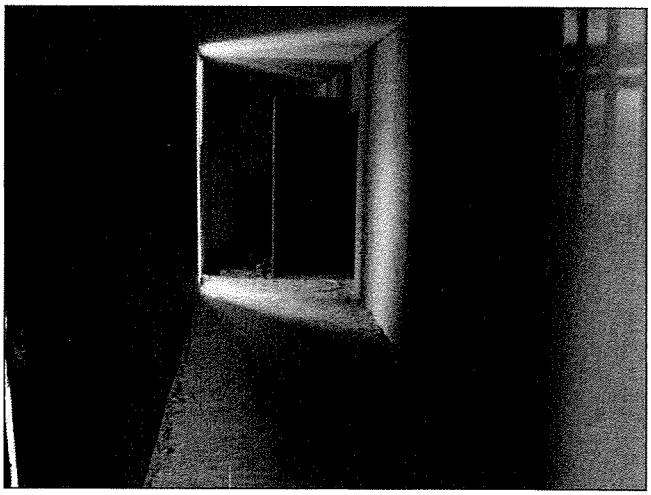


View of the scrap yard which is the part to be acquired.



View of the unfinished office building, which is not located within the proposed acquisition.

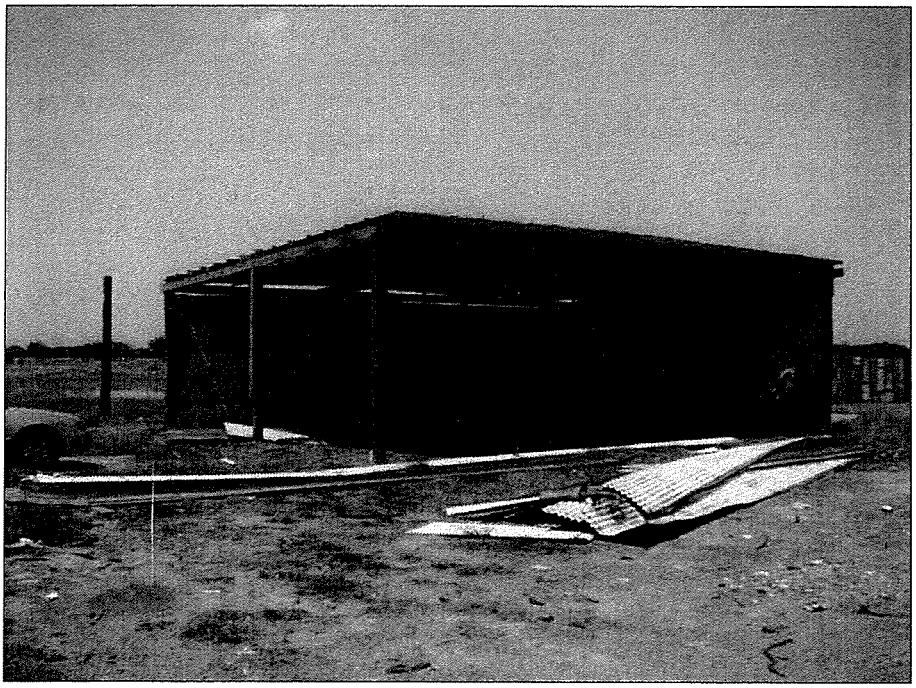




Interior views of the unfinished office buildings.



View of the metal canopy, which is not located within the proposed acquisition.



View of the storage shed located in the rear of the property, which is not located within the proposed acquisition.

Subject Property Description & Analysis

Description of Subject Property

The subject property is located on the east side of Mile 1 ½ West Road just north of Mile 11 North Road, north of Weslaco, Texas. The subject property as a whole consists of 5.00 acres (gross) or 4.92 acres (net) of which contains an unfinished office building with an associated metal shed and a storage shed located in the rear of the property. The property is currently utilized as a scrap/salvage yard. The unfinished office building consists of 1,600 square feet and constructed of a concrete block frame. The metal canopy is constructed on a concrete slab and consists of 1,800 square feet, with the wood shed in the rear consisting of 1,120 square feet. The proposed acquisition is the rear 2.50 acres of the 5.00 acres tract with a dimension of 165.0' x 660.0'. The proposed acquisition does not have frontage along Mile 1 ½ West Road. The subject property is located north of the Hidalgo County Waste Collection Site and the Sunrise Hill County Park.

Type of Appraisal Report	Restricted Use Report
Property Rights Appraised	Fee Simple Estate
Date of Value Estimate	July 21, 2009
Date of Inspection	July 21, 2009
Date of Report	August 31, 2009
Owner of Record	Manuel Chavez
Ownership History	According to a Warranty Deed w/ Vendor's Lien recorded in Document No.1496555, dated July 12, 2005, the property was transferred from Maria Graciela Munoz Chapa and Clara Chapa (Grantor) to Manuel Chavez (Grantee).
Physical Location	The subject property is the rear half of a larger tract of land located on the east side of Mile 1 ½ West Road just north of Mile 11 North Road, north of Weslaco, Texas.
Legal Description	Being a 2.50 acre tract of land, more or less, out of Lot Ten (10), Block Ninety-nine (99), Campacuas Addition, Llano Grande Grant, Hidalgo County, Texas, according to a map or plat recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.
Land Area (As A Whole)	5.00 Acres (4.92 acres net)
Land Area (Part To Be Acquired)	2.50 Acres (gross)
Land Dimensions	165.0' x 660.0' (Area to be acquired)
Topography	Typical of Market Area
Utilities Available	Potable Water (North Alamo WSC), Electricity, Phone
Real Property Tax Property Identification No.	R509656, C0700-00-099-0010-05
Real Property Tax Assessment (2010)	$ 98,220
Real Estate Property Tax Liability (2010)	$ 1,939.94
Flood Zone Map No.	Zone "X" (480334 0450 C, dated June 6, 2000)
Encroachments or Easements	None Indicated
Marketing Time Period	Twelve (12) Months to Twenty Four (24) Months
Highest & Best Use As Improved	Light Industrial / Single-family Residential Use

Comparable Land Grid & Cost Approach Analysis

Subject	2.50 acres

Comparables	Sales Price	Size	Unit Value	Date of Sale
Sale 1	$ 175,000	10.00 acres	$ 17,500 /acre	August 12, 2008
Sale 2	$ 65,000	4.17 acres	$ 15,588 /acre	April 2, 2007
Sale 3	$ 60,000	2.15 acres	$ 27,907 /acre	March 16, 2006

	Subject Property	Sale 1		Sale 3		Sale 4	
Sales Price	[redacted]	$ 175,000		$ 65,000		$ 60,000	
Size of Sale	2.50 acres	10.00 acres		4.17 acres		2.15 acres	
Unit Price	[redacted]	$ 17,500 / ac		$ 15,588 / ac		$ 27,907 / ac	
Date of Sale	[redacted]	August 12, 2008		April 2, 2007		March 16, 2006	
Financing Terms	Conventional	Conventional	0%	Conventional	0%	Conventional	0%
Conditions of Sale	Arm Length	Arms Length	0%	Arms Length	0%	Arms Length	0%
Time & Market Conditions	Average	Average	0%	Average	0%	Average	0%
Location	Average	Similar	0%	Superior	-15%	Superior	-30%
Street Access	Average	Superior	-15%	Similar	0%	Similar	0%
Site Utility	Average	Similar	0%	Similar	0%	Similar	0%
Water & Sewer	Water Only	Similar	0%	Similar	0%	Similar	0%
Topography	Average	Similar	0%	Similar	0%	Similar	0%
Lot Location	Interior	Similar	0%	Similar	0%	Similar	0%
Size Adjustment	2.50	10.00	10%	4.17	5%	2.15	0%
Total Adjustment		$ (875)	-5%	$ (1,559)	-10%	$ (8,372)	-30%
Adjusted Unit Value		$ 16,625 / ac		$ 14,029 / ac		$ 19,535 / ac	

Mean Adjusted Unit Value	$ 16,730 / ac
Indicated Unit Value	$ 16,750 / ac
Calculated Market Value	$ 41,875
825 lf of Fencing ($18.25/lf @ 50% Depreciation)	$ 7,528
Total Depreciated Site Improvements Value	$ 7,528
Combined Market Value	$ 49,403

The restricted use report is intended for the client of this report only, with details of the adjustments made being located within the working file. The most reliable indicator of market value for the subject property as analysis through all three approaches is the Cost Approach and Sales Comparison Approach As If Vacant, as this has been found after appraising similar type of properties over the years. Based on the existing condition of the industrial use as a scrap / salvage yard and the review of comparable sales in the surrounding market, it was determined that an overall market value for the subject property is $49,403. This valuation includes the existing value of the site improvements located within the area to be acquired. The unfinished office building, canopy and storage shed are not being affected by the proposed acquisition.

Appraised Market Value *(Rounded)* _____ **$ 49,403**

Appraised Market Unit Value *(Land Unit Rate)* _ **$ 16,750 Per Acre**

Vacant Land Comparable Sales

Land Sale No. 1

Type of Property:	Residential Use
Date of Sale:	August 11, 2008
Physical Location:	The sale is located on the west side of FM 1015 just south of 13 ½ North Road north of Weslaco, Texas.
Site Description:	The property is located on the west side of FM 1015 just south of 13 ½ North Road north of Weslaco, Texas. The property has access to potable water; however, sanitary sewer is not available. The property was purchased for the future development of a single-family residence.
Consideration:	$ 175,000
Unit Sales Price:	$ 17,500 per acre – Gross
Size of Tract:	10.00 acres
Grantor:	Miracle Partners, L.P.
Grantee:	April E. Lopez
Terms & Conditions:	Cash to Seller
Legal Description:	The south 10.0 acres of the north 16.26 acres of Farm Tract 1113, Adams Tract Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34-37, Map Records in the Office of County Clerk of Hidalgo County, Texas.
Recording Information:	Document No. 1918670, Hidalgo County, Texas.
Confirmation:	Leonel Garza Jr. & Associates LLC with MLS #108106

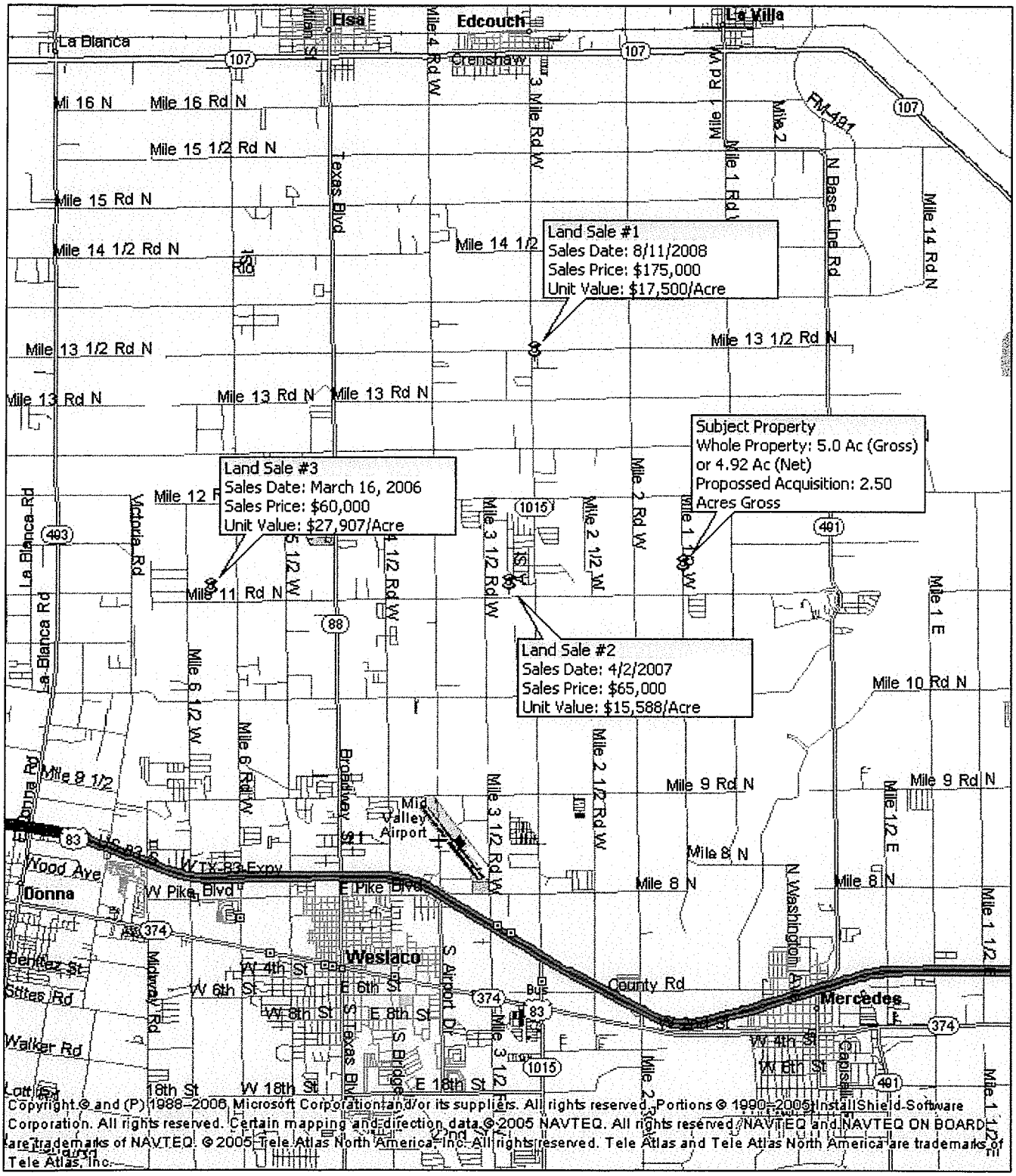
Land Sale No. 2

Type of Property:	Residential
Date of Sale:	April 2, 2007
Physical Location:	The property is located along the northern side of Mile 11 Road, Between Mile 3 and Mile 3 ½ Roads, Hidalgo County, Texas.
Site Description:	Subject property is a ±4.17 acre (Gross) tract of land located along the northern side of Mile 11 Road, between Mile 3 and Mile 3 1/2 Roads. At the time of sale the property was a vacant tract of land, and was marketed as being suitable for residential or agricultural uses.
Consideration:	$ 65,000
Unit Sales Price:	$ 15,588 per acre – Gross
Size of Tract:	±4.17 Acres
Grantor:	Wilfredo Lopez, et al
Grantee:	Juan Lara and Cynthia Sanchez
Terms & Conditions:	Cash to Seller
Legal Description:	A ±4.17 acre (gross) tract of land, being the West 137.50 feet of the East 1182.5 feet of the west 25 acres out of Farm Tract 271, West Tract Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of County Clerks of Hidalgo County, Texas.
Recording Information:	Document No. 1749941, Hidalgo County, Texas.
Confirmation:	Leonel Garza Jr. & Associates LLC with MLS# A11752S

Land Sale No. 3

Type of Property:	Residential Use
Date of Sale:	March 16, 2006
Physical Location:	Located along Mile 11 North Road, just west of Mile 6 Road, Hidalgo County, Texas.
Site Description:	The sale is a ±2.15 acre tract of land located along Mile 11 Road, west of Mile 6 Road. The property is in an area of stable growth with single family residential subdivisions being developed on nearby properties. The property was vacant at the time of sale. The sale has 135' lineal feet of frontage along Mile 11 Road.
Consideration:	$ 60,000
Unit Sales Price:	$ 27,907 per acre – Gross
Size of Tract:	±2.15 Acres
Grantor:	Jesus & Evelyn Corona
Grantee:	Juan M. Garcia, Jr.
Terms & Conditions:	Cash to Seller
Legal Description:	A tract of land out of Farm Tract 200, The West and Adams Tracts Subdivision, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Page 34 through 37, Map Records of Hidalgo County, Texas.
Recording Information:	Document No. 1602777, Hidalgo County, Texas.
Confirmation:	Leonel Garza Jr. & Associates LLC with MLS# L9496S

Land Sales Location Map



Qualifications of Appraiser - Leonel Garza III

EDUCATION

Graduate, 1995, Texas A&M University, College Station, Texas
Bachelor of Science in Biomedical Science.

Graduate, 1991 McAllen Memorial High School, McAllen, Texas

ACTIVE LICENSES

State Certified General Real Estate Appraiser
License No. TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2010

Texas Property Tax Consultant
License No. 00003181
Licensed Since May 25, 2002
Expires: June 16, 2010

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

Member of the Appraisal Institute (Not MAI Designated)
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the national Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

WORK EXPERIENCE
Employee of Leonel Garza Jr. & Associates since 1990
State Certified General Real Estate Appraiser since 1998
Texas Property Tax Consultant since 2002
Owner of G-3 Construction which primary focus is multi-family residential construction
Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.

Appraiser Trainee from 1995-1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 and was appointed by Governor George W. Bush.

TEXAS APPRAISER LICENSING AND CERTIFICATION BOARD

BE IT KNOWN THAT

LEONEL GARZA III

HAVING PROVIDED SATISFACTORY EVIDENCE OF THE QUALIFICATIONS REQUIRED BY THE TEXAS APPRAISER LICENSING AND CERTIFICATION ACT, TEXAS OCCUPATIONS CODE, CHAPTER 1103, IS AUTHORIZED TO USE THE TITLE

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

Number: TX-1328375-G

Date of Issue: December 3, 2008

Date of Expiration: December 31, 2010

In Witness Thereof

Clinton P. Sayers, Chair

Timothy K. Irvine, Commissioner

Clinton P. Sayers, Chair	**James B. Ratliff, Vice-Chair**	**Mark A. McAnally, Secretary**
Malcolm J. Deason	**William A. Faulk, Jr.**	**Larry D. Kokel**
Dona S. Scurry	**Shirley J. Ward**	

National Association of Master Appraisers

MSA

Certifies that

Leonel Garza III

has been admitted into membership, and by the action of the Officers and Directors has been designated a

Master Senior Appraiser

under the terms and conditions contained in the by-laws

This certificate remains the property of the Association and must be returned on termination of membership.

Rachel Phelps
Association Officer

Certification Number: 11287
April 5, 2006

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY-MEMO

Jose N. Peña
Director

To: Commissioner Sylvia Handy
Commissioner Hidalgo County Pct. # 1
Attn: Noe Montez

From: Sandra Garcia
Right of Way Department

Date: January 27, 2010

Re: Burner Site Project
Parcel 4 - Manuel Chavez, Daniel Almaraz

==========

Commissioner Handy,

Attached please find a copy of the unrecorded deed with signed and sealed metes & bounds, appraisal and settlement statement on the above-mentioned parcel. A check in the amount of $ 51,100.59 needs to be paid to **Valley Land Title & Company** for the Closing Cost and Title Policy. Copies of the executed closing documents will be provided as soon as payment to the landowner is processed.

PLEASE HOLD CHECKS SO THAT WE MAY PICK THEM UP.

Please process this payment out of your account # _____ as soon as possible. (Commissioners Court Approved this project for acquisition on December 22, 2009)

Should you have any questions, please contact our office.

Respectfully,

Sandra Garcia

Approved_____
Comm. Sylvia Handy

_____
Jose N. Pena

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

FIELD NOTE DESCRIPTION

Being 2.50 acres of land situated in Hidalgo County, Texas, and being out of Lot 10, Block 99 Campacuas Addition, Llano Grande Grant: said subdivision being recorded in Volume 1, Page 2 of the Hidalgo County Map Records, and said 2.50 acre tract being more particularly described by the metes and bounds as follow:

Commencing at a P-K nail set for the northwest corner of Lot 10, Block 99, of said subdivision, said point being at the centerline of Mile 1 ½ west road (40 feet wide), thence south along the west line of said Lot 10, a distance of 660.00 feet to a P-K nail set.

Thence, east, at a distance of 20.00 feet pass a ½ inch iron rod found as the east right-of-way line of Mile 1 ½ west road, and continuing east for a total distance of 660.00 feet, to a ½ inch iron rod set for the northwest corner and the point of beginning of this herein described tract of land.

Thence, continuing east, 660.00 feet along the north line of this tract to a 1/2 inch iron rod found for the northeast corner of this tract.

Thence south, along the east line of Lot 10, Block 99 a distance of 165.00 feet to a 1/2 inch iron rod found for the southeast corner of this herein described tract of land.

Thence west, along the south line of this tract, a distance of 660.00 feet to a 1/2 inch iron rod set for the southwest corner of this tract.

Thence, north distance of 165.00 feet to the place of beginning and containing within these metes and bounds, a 2.50 acre parcel of land, more or less.

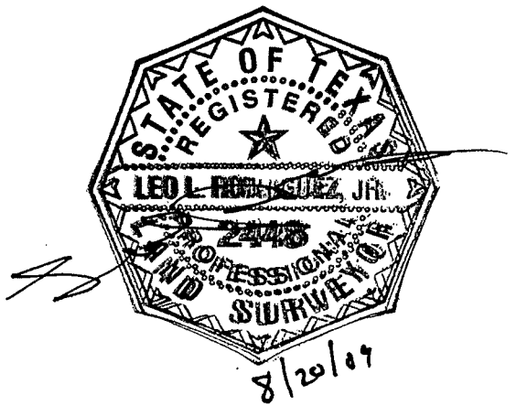


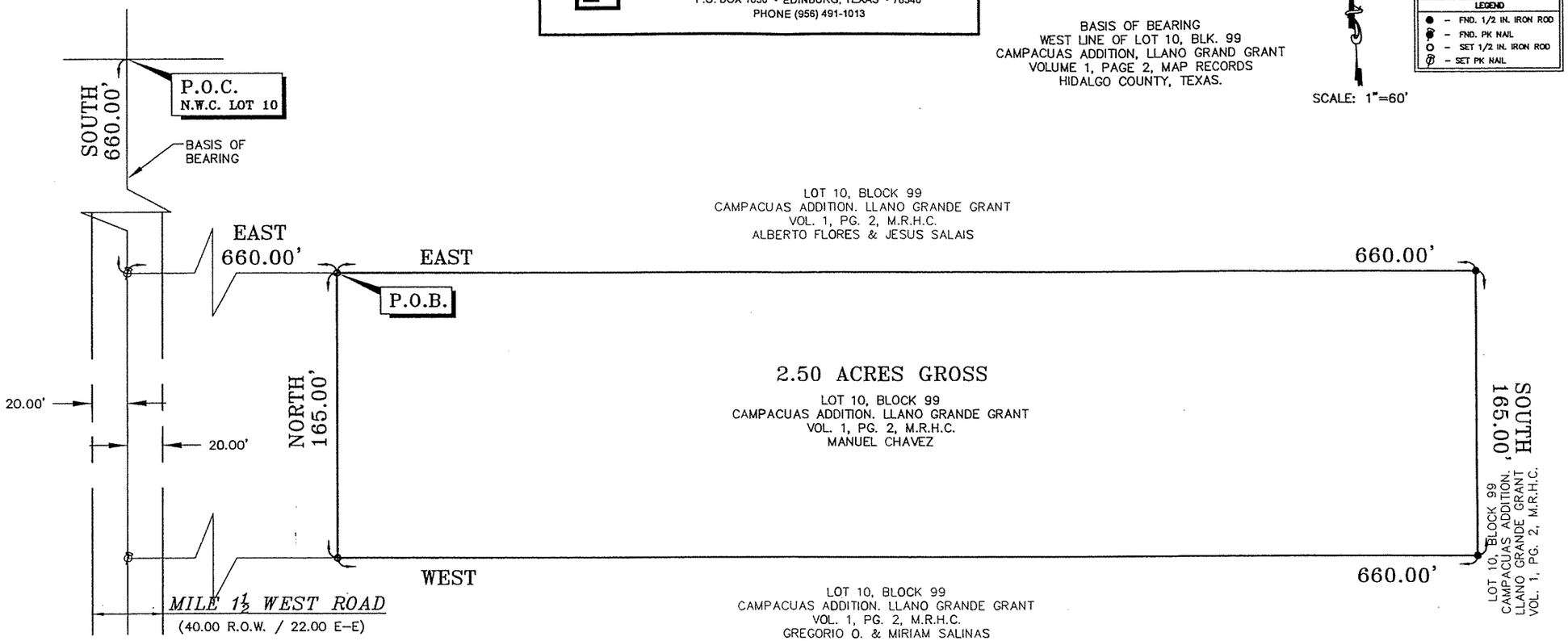
EXHIBIT "A"

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

BASIS OF BEARING
WEST LINE OF LOT 10, BLK. 99
CAMPACUAS ADDITION, LLANO GRAND GRANT
VOLUME 1, PAGE 2, MAP RECORDS
HIDALGO COUNTY, TEXAS.

SCALE: 1"=60'

LEGEND
- ● – FND. 1/2 IN. IRON ROD
- ⊛ – FND. PK NAIL
- O – SET 1/2 IN. IRON ROD
- ⊕ – SET PK NAIL



THE FOLLOWING SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

8/26/09

LEO L. RODRIGUEZ JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

SURVEYED: AUGUST 14, 2009
REQUESTED BY: COUNTY OF HIDALGO .

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY–PANNEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6,, 2000

PLAT SHOWING

A 5.00 ACRE (217,800 SQ. FT.) TRACT OF LAND OUT OF LOT 10 BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

JOB NUMBER
SUR 09 801

S:\JAMES\MARTIN RODRIGUEZ\SURVEY\10 ACRE TRACT\10 ACRE TRACT.dwg, Layout1, 8/26/2009 11:01:37 AM, sunrise

NO PRORATION AGREEMENT

WHEREAS, Daniel Almaraz and spouse, Nuryam Almaraz, hereinafter referred to as SELLER has this day sold to The County of Hidalgo, hereinafter referred to as PURCHASER, the following described property, to-wit:

A 2.50 acre tract of land, more or less, out of Lot 10, Block 99, CAMPACUAS ADDITION, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 2, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" ATTACHED

SELLER and PURCHASER acknowledge that taxes will not be prorated through the date of closing and SELLER shall be fully and solely responsible for taxes for the year **2009** and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

EXECUTED at Edinburg, Texas, this 26th day of ~~December~~ JANUARY, 2010, ~~2009~~.

SELLER

Daniel Almaraz
DANIEL ALMARAZ

Nuryam almaraz
NURYAM ALMARAZ

BUYER

THE COUNTY OF HIDALGO

By: JOSE N. PENA, Director for HIDALGO
COUNTY RIGHT-OF-WAY DEPT.

Charge to VLTC
GF: 118,489

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

RIGHT-OF-WAY DEED

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

That, We, DANIEL ALMARAZ, Joined herein Pro forma by his wife, NURYAM ALMARAZ, Rt. 9, Box 415 C, Weslaco of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of FORTY-NINE THOUSAND FOUR HUNDRED THREE AND NO/100THS DOLLARS ($49,403.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. **Visible and apparent easements not appearing of record;**
2. **Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and**
3. **Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.**

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 26th **day of** JANUARY, **20** 10.

Daniel Almaraz
DANIEL ALMARAZ

Nuryam almaraz
NURYAM ALMARAZ

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on JANUARY 26th, 2010 by **DANIEL ALMARAZ.**

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on JANUARY 26th, 2010 by **NURYAM ALMARAZ.**

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO
2401 N. Moorefield Rd.
Mission, Texas 78572

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 118489

FIELD NOTE DESCRIPTION

Being 2.50 acres of land situated in Hidalgo County, Texas, and being out of Lot 10, Block 99 Campacuas Addition, Llano Grande Grant: said subdivision being recorded in Volume 1, Page 2 of the Hidalgo County Map Records, and said 2.50 acre tract being more particularly described by the metes and bounds as follow:

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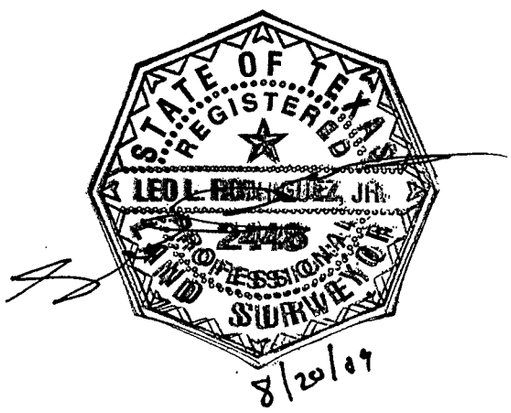


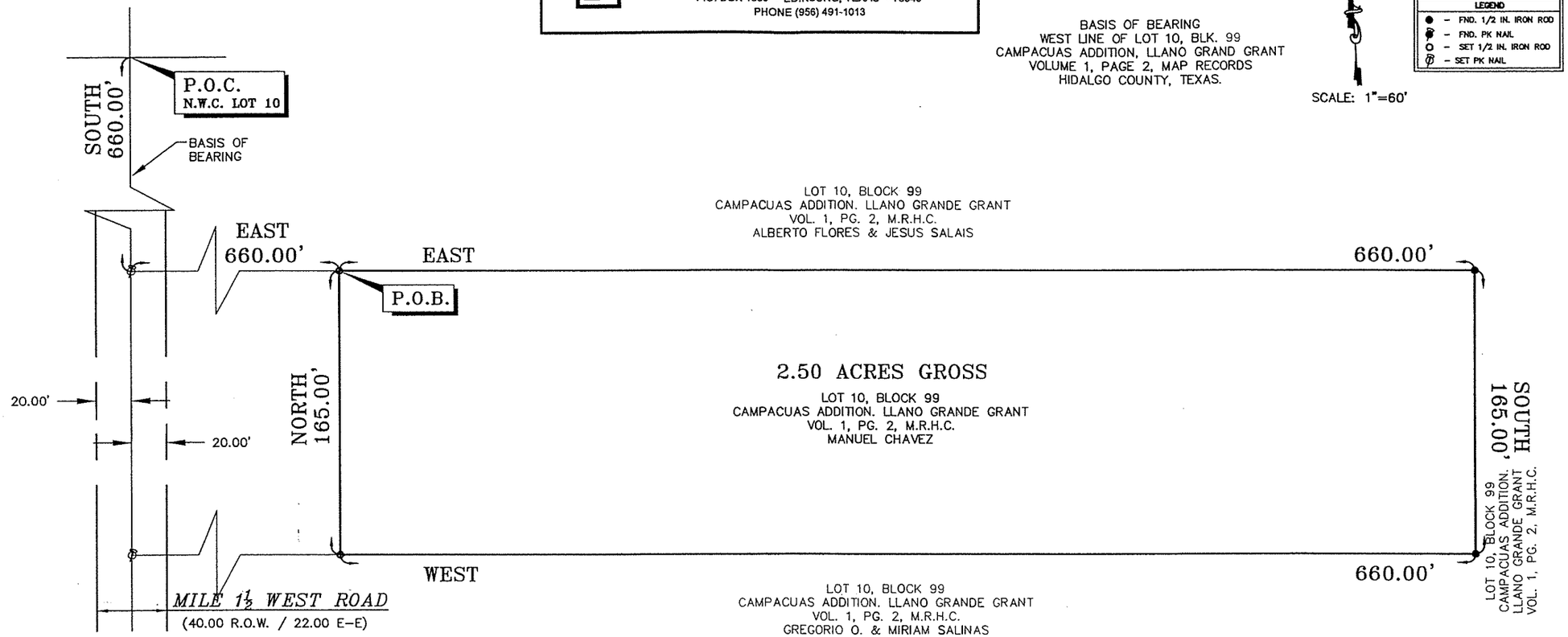
EXHIBIT "A"

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

BASIS OF BEARING
WEST LINE OF LOT 10, BLK. 99
CAMPACUAS ADDITION, LLANO GRAND GRANT
VOLUME 1, PAGE 2, MAP RECORDS
HIDALGO COUNTY, TEXAS.

SCALE: 1"=60'

LEGEND
- ● – FND. 1/2 IN. IRON ROD
- ⊛ – FND. PK NAIL
- ○ – SET 1/2 IN. IRON ROD
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THE FOLLOWING SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

SURVEYED: AUGUST 14, 2009
REQUESTED BY: COUNTY OF HIDALGO .

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY–PANNEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6,, 2000

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STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

8/25/09

LEO L. RODRIGUEZ JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

JOB NUMBER
SUR 09 801

S:\JAMES\MARTIN RODRIGUEZ\SURVEY\10 ACRE TRACT.dwg, LAYOUT1, 8/26/2009 11:21:37 AM, James

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 118489

SUBJECT PROPERTY: **A 2.50 acre tract of land, more or less, out of Lot 10, Block 99, CAMPACUAS ADDITION, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 2, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more described in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the undersigned, (Owner-Borrower) personally known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that the marital status of affiant(s) has/have not changed since the date of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

   Creditor Approximate Amount

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

   Creditor Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money therein unless said representations were made.

SELLER OR OWNER-BORROWER

Daniel Almaraz
DANIEL ALMARAZ

Nuryam almaraz
NURYAM ALMARAZ

SWORN AND SUBSCRIBED TO BEFORE ME by **DANIEL ALMARAZ** on January 26th, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
NOTARY PUBLIC - STATE OF TEXAS

SWORN AND SUBSCRIBED TO BEFORE ME by **NURYAM ALMARAZ** on January 26th, 2010.

ROY GONZALES
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Roy Gonzales
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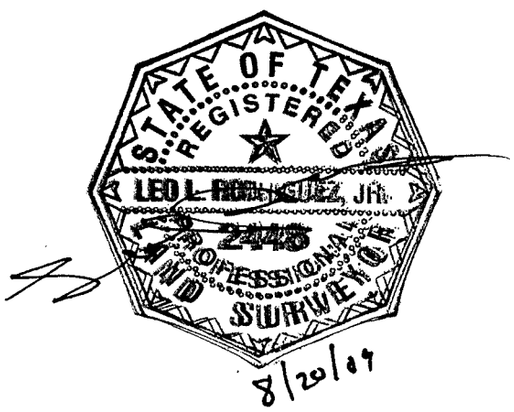


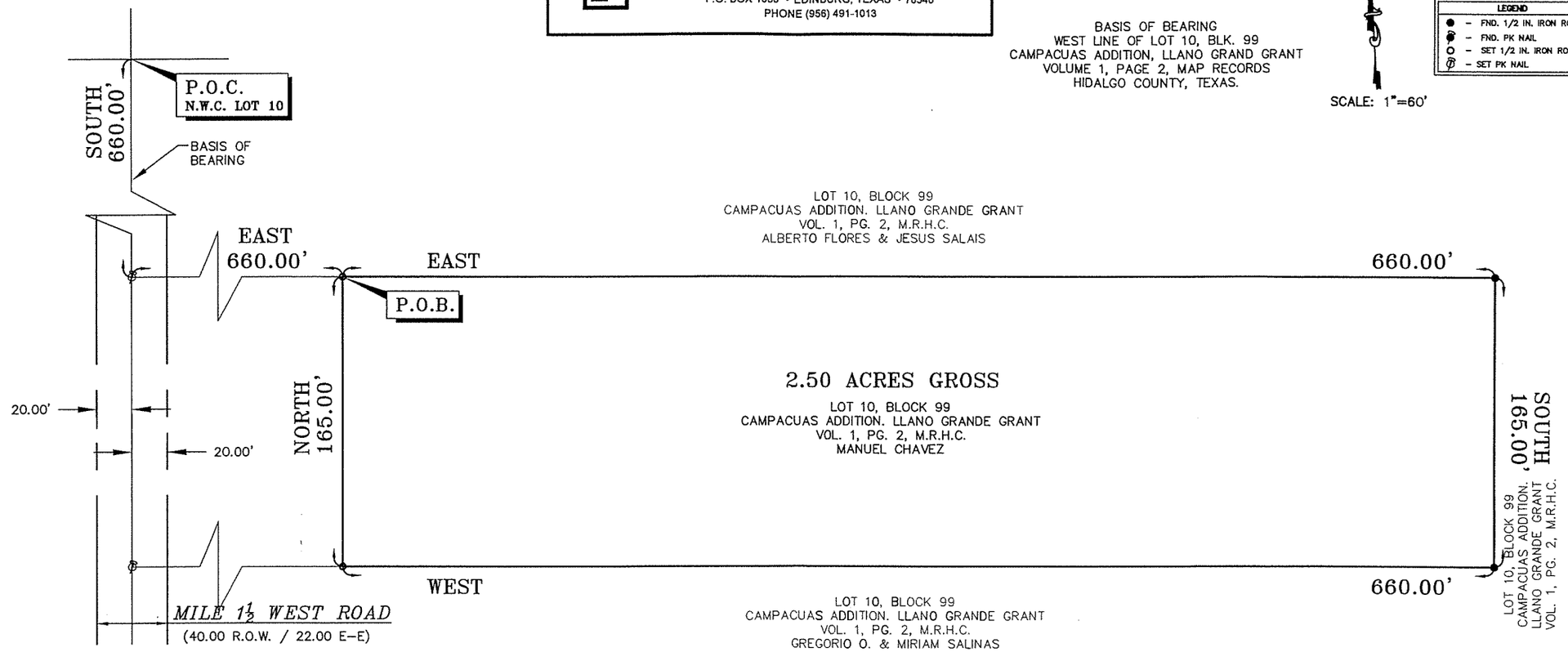
EXHIBIT "A"

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

BASIS OF BEARING
WEST LINE OF LOT 10, BLK. 99
CAMPACUAS ADDITION, LLANO GRAND GRANT
VOLUME 1, PAGE 2, MAP RECORDS
HIDALGO COUNTY, TEXAS.

LEGEND
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SCALE: 1"=60'



THE FOLLOWING SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

SURVEYED: AUGUST 14, 2009
REQUESTED BY: COUNTY OF HIDALGO .

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY–PANNEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6,, 2000

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STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
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8/26/09

LEO L. RODRIGUEZ JR. — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

JOB NUMBER
SUR 09 801

S:\JAMES\MARTIN RODRIGUEZ\SURVEY\10 ACRE TRACT\10 ACRE TRACT.dwg, LAYOUT1, 8/26/2009 11:31:37 AM, James

L. G. 'JERRY' CANALES

ATTORNEY AT LAW
217 W. Cano, Edinburg, Texas 78539
(956) 383-2708

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

SELLER:

Daniel Almaraz
DANIEL ALMARAZ

Nuryam Almaraz
NURYAM ALMARAZ

BUYER:

THE COUNTY OF HIDALGO

BY: _____
JOSE N. PENA, Director for HIDALGO COUNTY RIGHT-OF-WAY DEPT.

Date: December 18, 2009
GF# 118,489

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **December 18, 2009**

TO: SELLER: **DANIEL ALMARAZ, Joined herein Pro forma by his wife, NURYAM ALMARAZ**

BUYER: **THE COUNTY OF HIDALGO**

FROM: VALLEY LAND TITLE CO.

PROPERTY: **A 2.50 acre tract of land, more or less, out of Lot 10, Block 99, CAMPACUAS ADDITION, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 2, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more described in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $50.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I ___ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:

Daniel Almaraz
DANIEL ALMARAZ

Nuryam Almaraz
NURYAM ALMARAZ

BORROWER:

THE COUNTY OF HIDALGO

By: _____
JOSE N. PENA, Director for HIDALGO COUNTY RIGHT-OF-WAY DEPT.

FIELD NOTE DESCRIPTION

Being 2.50 acres of land situated in Hidalgo County, Texas, and being out of Lot 10, Block 99 Campacuas Addition, Llano Grande Grant: said subdivision being recorded in Volume 1, Page 2 of the Hidalgo County Map Records, and said 2.50 acre tract being more particularly described by the metes and bounds as follow:

Commencing at a P-K nail set for the northwest corner of Lot 10, Block 99, of said subdivision, said point being at the centerline of Mile 1 ½ west road (40 feet wide), thence south along the west line of said Lot 10, a distance of 660.00 feet to a P-K nail set.

Thence, east, at a distance of 20.00 feet pass a ½ inch iron rod found as the east right-of-way line of Mile 1 ½ west road, and continuing east for a total distance of 660.00 feet, to a ½ inch iron rod set for the northwest corner and the point of beginning of this herein described tract of land.

Thence, continuing east, 660.00 feet along the north line of this tract to a 1/2 inch iron rod found for the northeast corner of this tract.

Thence south, along the east line of Lot 10, Block 99 a distance of 165.00 feet to a 1/2 inch iron rod found for the southeast corner of this herein described tract of land.

Thence west, along the south line of this tract, a distance of 660.00 feet to a 1/2 inch iron rod set for the southwest corner of this tract.

Thence, north distance of 165.00 feet to the place of beginning and containing within these metes and bounds, a 2.50 acre parcel of land, more or less.



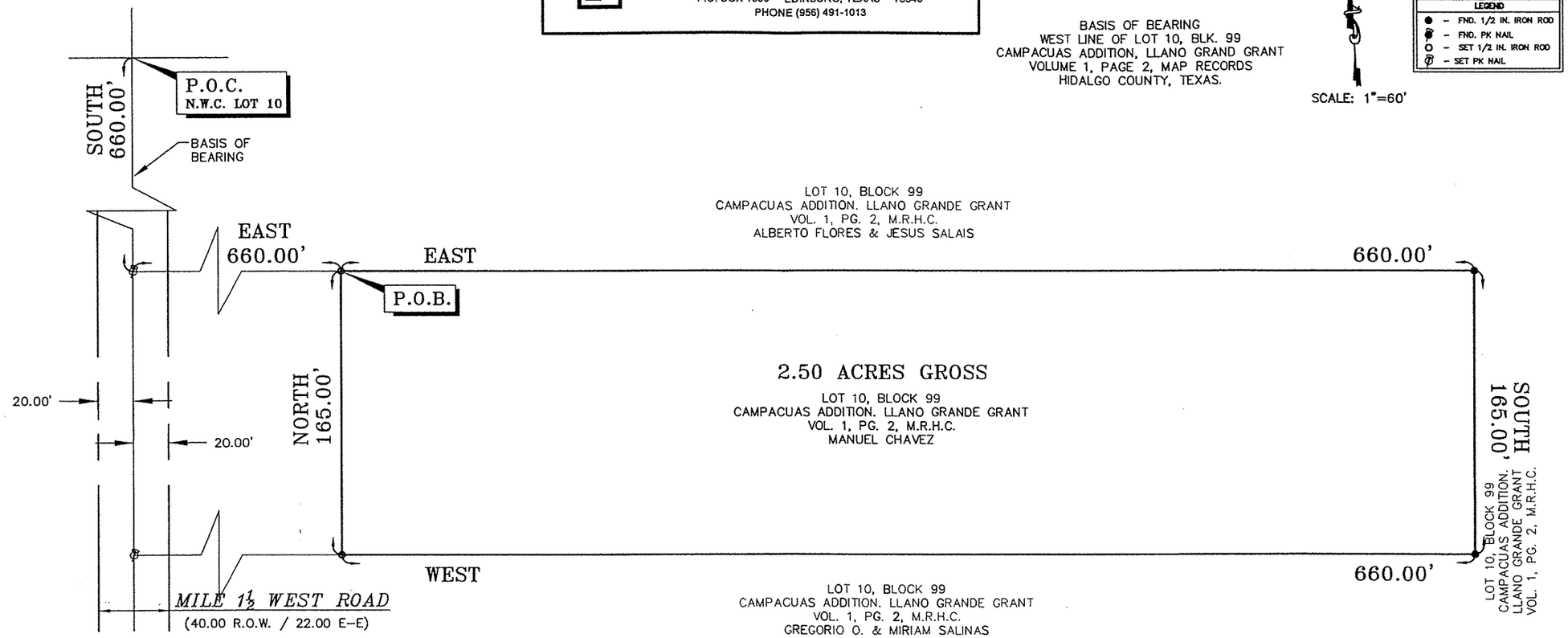
EXHIBIT "A"

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

BASIS OF BEARING
WEST LINE OF LOT 10, BLK. 99
CAMPACUAS ADDITION, LLANO GRAND GRANT
VOLUME 1, PAGE 2, MAP RECORDS
HIDALGO COUNTY, TEXAS.

SCALE: 1"=60'

LEGEND
- ● – FND. 1/2 IN. IRON ROD
- ⊛ – FND. PK NAIL
- ○ – SET 1/2 IN. IRON ROD
- ⊙ – SET PK NAIL



THE FOLLOWING SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

8/25/09

LEO L. RODRIGUEZ JR. — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

SURVEYED: AUGUST 14, 2009
REQUESTED BY: COUNTY OF HIDALGO .

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY–PANNEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6,, 2000

PLAT SHOWING

A 5.00 ACRE (217,800 SQ. FT.) TRACT OF LAND OUT OF LOT 10 BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

JOB NUMBER
SUR 09 801

S:\JAMES\MARTIN RODRIGUEZ\SURVEY\10 ACRE TRACT\10 ACRE TRACT.dwg, 10/10, 6/24/2009 11:01:07 AM, James

NONFOREIGN AFFIDAVIT--INDIVIDUAL
(Pursuant to 26 U.S.C. Sec. 1445
& Treas. Reg. Sec 1.1445-2(b) (2) (iii))

Date: **December 18, 2009**

Transferor: **DANIEL ALMARAZ, Joined herein Pro forma by his wife, NURYAM ALMARAZ**

Transferor's Home Address (including county): **Rt. 9, Box 415C**
Weslaco, Texas 78596

Transferor's U.S. Taxpayer Identification Number:

Transferee: **THE COUNTY OF HIDALGO**

Property: **A 2.50 acre tract of land, more or less, out of Lot 10, Block 99, CAMPACUAS ADDITION, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 2, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more described in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform Transferee that withholding of tax is not required upon my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a nonresident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

Daniel Almaraz
DANIEL ALMARAZ

Nuryam Almaraz
NURYAM ALMARAZ

(Acknowledgment)

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on JANUARY 26th, 20 10, by **DANIEL ALMARAZ AND NURYAM ALMARAZ.**

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
NOTARY PUBLIC, STATE OF TEXAS

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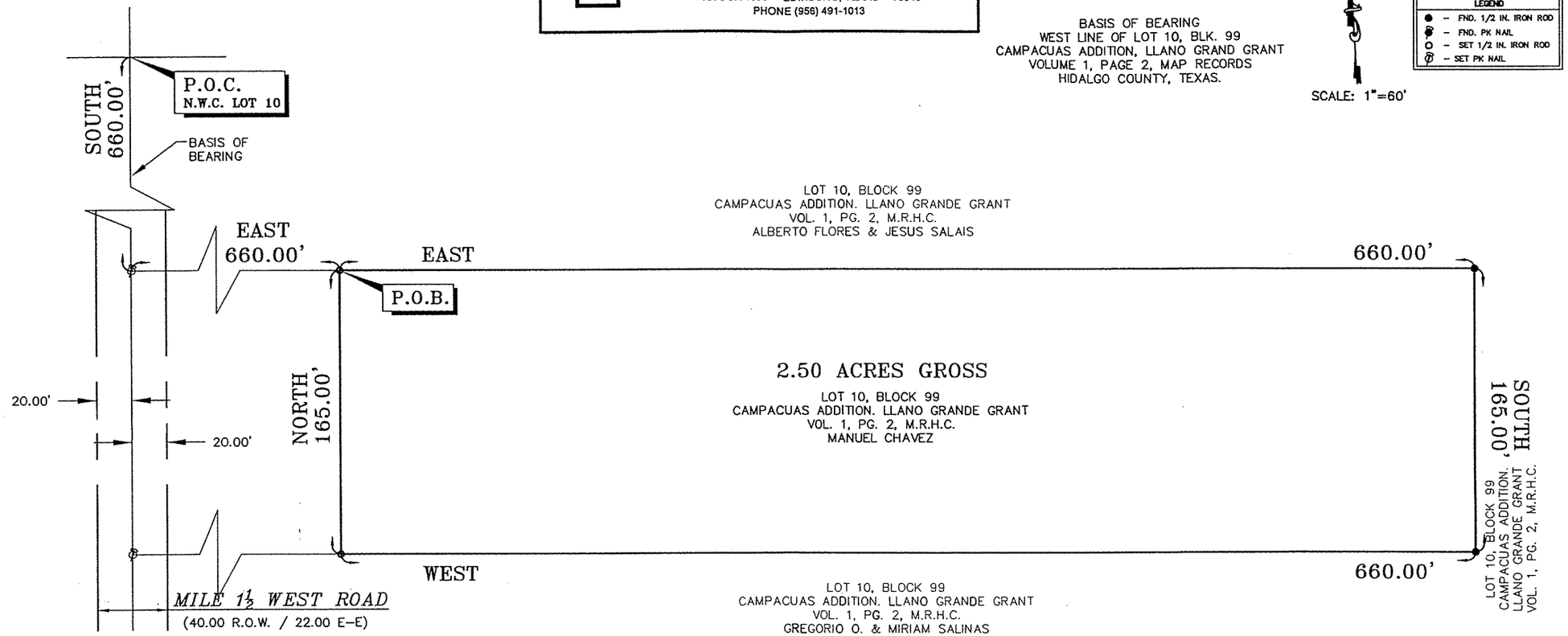
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8/26/09
LEO L. RODRIGUEZ JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

JOB NUMBER
SUR 09 801

S:\JAMES\MARTIN RODRIGUEZ\MRG\10 ACRE TRACT\10 ACRE TRACT.dwg, 10/20/11, 8/26/2009 11:21:37 AM, James

AI-19697 **21.B.**

Approval of Earnest Money Contract - First National Bank

CC REGULAR

Date:	02/02/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Earnest Money Contract between the County of Hidalgo and First National Bank for the Drainage Equipment Storage Property - La Homa & SH 107 with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Sierra Title Company (Escrow Agent) as Earnest Money Deposit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-049-0-719

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

BUDGETARY IMPACT:

Availabel balance of $323,000.00 as of 01/29/10.

Attachments

Link: FNB Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2010 04:08 PM	APRV
2	Olga Garza	Olga Garza	01/29/2010 10:35 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Sandra Garcia — Started On: 01/28/2010 03:30 PM

Final Approval Date: 01/29/2010

EARNEST MONEY CONTRACT – IMPROVED PROPERTY

1. PARTIES: FIRST NATIONAL BANK (Seller) agrees to sell and convey to COUNTY OF HIDALGO (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. PROPERTY:

A. The property sold by this contract is called the "Property." The Property is that real property situated in Hidalgo County, Texas, that is described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

B. The Property is sold together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) The following personal property: None.

(Describe any exceptions, reservations, or restrictions in Paragraph 11 or an addendum.)
(If the Property is a condominium, attach condominium addendum.)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A.	Cash portion payable by Buyer at closing.....	$ 287,500.00
B.	Sum of all financing described in Paragraph 4.....	$ 0.00
C.	Sales price (sum of A and B).....	$ 287,500.00

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: A third party note(s) in the total amount of $_____. This contract:

■ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Financing Addendum.

☐ B. Assumption: In accordance with the attached Financing Addendum, Buyer will assume the unpaid principal balance of the first lien promissory note, which balance at closing will be $_____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Financing Addendum in the amount of $_____.

5. EARNEST MONEY: Not later than 3 days after the effective date, Buyer must deposit $1,000.00 as earnest money with Sierra Title Company of Hidalgo County (escrow agent) at 3401 North 10th Street, McAllen, Texas 75801 (escrow agent's address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by Sierra Title Company of Hidalgo County (the title company) in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to area boundaries: (*Check (a) or (b) only.*)

☐ (a) will not be deleted from the title policy.

■ (b) will be deleted from the title policy at the expense of ☐ Buyer ■ Seller.

(3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.

(4) Within ten (10) days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey:

(1) Within fifteen (15) days after the effective date: (*Check all that apply.*)

☐ (a) Buyer will obtain a survey of the Property at Buyer's expense.

☐ (b) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date.

☐ (c) Seller will deliver a true and correct copy of Seller's existing survey of the Property dated _____. Seller, at Seller's expense:

■ (i) will have the existing survey recertified to include corners on a date not earlier than February 1, 2010.

☐ (ii) will not have the existing survey recertified.

(2) The survey required under Paragraph 6B(1) must be made by a Registered Professional Land Surveyor acceptable to the title company. The survey must:
(a) identify the Property by metes and bounds or platted lot description;
(b) show that the survey was made and staked on the ground with corners permanently marked;
(c) set forth the dimensions and total area of the Property;
(d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information;
(e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying within the 100-year flood plain as shown on the current Federal Emergency Management Agency map; and
(f) contain the surveyor's certificate that the survey is true and correct.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

■ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within ten (10) days after Buyer receives all of the items required in Paragraphs 6A, 6B, and 6C (the commitment, copies of the documents evidencing title exceptions, survey, and UCC search), Buyer may object to matters disclosed in the items if:
(a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this

contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or

(b) the items show that any part of the Property lies in a 100-year flood plain.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 20 days after Seller receives the objections. The closing date will be extended as necessary to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION: (*Check A or B only.*)

☐ A. Present Condition: (*Check (1) or (2) only.*)

■ (1) Buyer accepts the Property in its present "as-is" condition.

☐ (2) Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____ _____.

☐ B. Feasibility Period and Right to Terminate:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer the following items to the extent that the items are in Seller's possession or are readily available to Seller. Any item not delivered is deemed not to be in Seller's possession or readily available to Seller. The items Seller will deliver are:

(a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;

(b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(c) a current inventory of all tangible personal property owned by Seller that is located on, attached to, and used in connection with the Property's operations;

(d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;

(f) copies of all current warranties and guaranties relating to all or part of the Property;

(g) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;

(h) copies of all leasing or commissions agreements that currently relate to all or part of the Property;
(i) a copy of the "as-built" plans and specifications of the Property;
(j) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
(k) a copy of Seller's income and expense statement for the Property from _____ to _____;
(l) copies of all previous environmental assessments, studies, or analyses made on or relating to the Property;
(m) real and personal property tax statements for the Property for the previous 2 calendar years; and
(n) _____
_____.

(2) Inspections, Studies, or Assessments:

(a) Within N/A days after the effective date, Buyer, at Buyer's expense, may complete or cause to be completed inspections, studies, or assessments of the Property, including all improvements and fixtures. Inspections, studies, or assessments may include, but are not limited to:
(i) physical property inspections (for example, structural pest control, mechanical, structural, electrical, and plumbing inspections);
(ii) economic feasibility studies;
(iii) environmental assessments (for example, soil tests, air sampling, and paint sampling);
(iv) engineering studies; and
(v) compliance inspections (for example, compliance determination with zoning ordinances, restrictions, building codes, and statutes).

(b) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(c) In connection with Buyer's inspections, studies, and assessments, Buyer must:
(i) employ only trained and qualified inspectors and assessors;
(ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(iii) abide by any reasonable entry rules or requirements that Seller may require;
(iv) not interfere with existing operations or occupants of the Property; and
(v) restore the Property to its original condition of altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(d) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend

Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph.

(3) Right to Terminate: Buyer may terminate this contract for any reason within N/A days after the effective date by providing Seller with written notice of termination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer less $_____ that Seller will retain as independent consideration for Buyer's right to terminate under this paragraph. The independent consideration is to be credited to the sales price only upon the closing of the sale. Buyer has tendered the independent consideration to Seller upon payment of the full amount specified in Paragraph 5 to the escrow agent. If Buyer does not terminate within the time required, Buyer accepts the Property in its present condition.

(4) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (a) return to Seller all those items described in Paragraph 7B(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (b) deliver copies of all inspection and assessment reports (excluding economic feasibility studies) related to the Property that Buyer completed or caused to be completed. This Paragraph 7B(4) survives termination.

(5) Contracts Affecting Operations: After Buyer's right to terminate under Paragraph 7B(3) expires, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's prior written approval.

8. BROKERS:

A. Seller agrees to indemnify and hold harmless Buyer from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

9. CLOSING:

A. The closing of the sale will be on or before thirty (30) days from the Effective Date or within 7 days after objections to title have been cured, whichever date is later (the closing date). If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

B. At closing, Seller will deliver, at Seller's expense, a ■ general □ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property at closing:

(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price unless securing loans Buyer assumes;

(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

C. At closing, Seller, at Seller's expense, will also deliver:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations;
(a) licenses and permits;
(b) maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller; and
(7) any notices, statements, certificates, or other documents required by this contract or law necessary to convey the Property, all of which must be completed and executed by Seller as necessary.

D. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the escrow agent;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

E. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

10. POSSESSION: Seller will deliver possession of the Property to Buyer at Closing in its present or required repaired condition, ordinary wear and tear excepted. Until closing, Seller will operate the Property in the same manner as on the effective date and will not transfer or dispose of any of the personal property described in Paragraph 2B or sold under this contract. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

11. SPECIAL PROVISIONS: (*Identify exhibit if special provisions are contained in an attachment.*)

12. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following in cash at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following in cash at or before closing:
(1) all loan fees or expenses (for example, application fees, origination fees, discount fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, document preparation fees, interest expense that Buyer's lender requires Buyer to pay at closing, and other fees required by Buyer's lender);
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee;
(6) copy and delivery fees for delivery of the title commitment and related documents; and
(7) other expenses that Buyer will pay under other provisions of this contract.

13. PRORATIONS, ROLLBACK TAXES, ESTOPPEL CERTIFICATES, RENT, AND DEPOSITS:

A. Prorations:
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 13A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results

in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 13B survives closing.

C. Estoppel Certificates:
(1) Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property.
(2) The estoppel certificates must state:
(a) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed;
(b) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance;
(c) the amount of any security deposit;
(d) the amount of any offsets tenant is entitled against rent;
(e) the expiration date of the lease;
(f) a description of any renewal options; and
(g) _____.

D. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 13D survives closing.

14. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and the closing date will be extended as necessary; or
(3) accept the Property in its damaged condition and accept an assignment of any insurance proceeds Seller is entitled to receive.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may;
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:

(a) Seller and the sales price will be reduced by the same amount; or
(b) Buyer and the sales price will not be reduced.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller may;
(1) enforce specific performance, or seek other relief as may be provided by law, or both; or
(2) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), as the sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) enforce specific performance, or seek such other relief as may be provided by law, or both; or
(2) terminate this contract and receive the earnest money, less the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3), as liquidated damages, thereby releasing the parties from this contract.

16. ATTORNEY'S FEES: If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 16 survives closing.

17. ESCROW:

A. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer.

B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.

C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses

incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.

D. Escrow agent will deduct the independent consideration paid for Buyer's right to terminate under Paragraph 7B(3) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

E. If escrow agent complies with this Paragraph 17, each party hereby releases escrow agent from all claims related to the disbursal of the earnest money.

F. Notices under this Paragraph 17 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

18. MATERIAL FACTS:

A. To the best of Seller's knowledge and belief: (*Check (1) or (2) only*)

■ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.

□ (2) Seller is not aware of any of the following, except as described otherwise in this contract:
(a) any material physical defects to the Property;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that affect the Property;
(d) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) whether wetlands, as defined by federal or state law or regulation, are on the Property; and
(g) whether threatened or endangered species or their habitat are on the Property.

(*Describe any exceptions to (a)-(g) in Paragraph 11 or an addendum.*)

B. Each written lease Seller is to furnish to Buyer under this contract must be in full force and effect according to its terms without amendment or modification that is not disclosed to Buyer in writing. Seller must disclose, in writing, to Buyer if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any modifications, amendments, or default by landlord or tenant under the leases;
(2) any failure by Seller to comply with Seller's obligations under the leases;
(3) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(4) any non-occupancy of the leased premises by a tenant;

(5) any advance sums paid by a tenant under any lease;
(6) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(7) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

19. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to:

Buyer at:	Seller at:
County Judge, Hidalgo County, Texas	Gloria Rios, First National Bank
P. O. Box 758	P. O. Box 810
Edinburg, Texas 78540	Edinburg, Texas 78540
Phone: _____	Phone _____
Fax _____	Fax _____

20. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person" as defined by applicable law, or if Seller fails to deliver at closing an affidavit that Seller is not a foreign person, then Buyer will withhold from the sales proceeds at closing an amount sufficient to comply with applicable tax law and deliver the amount withheld to the Internal Revenue Service (IRS), together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.

B. This contract is to be construed in accordance with the laws of the State of Texas.

C. This contract contains the entire agreement of the parties and may not be changed except by written agreement.

D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

E. Buyer □ may ■ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

F. Addenda which are part of this contract are: (*Check all that apply.*)

- ■ (1) Property Description Exhibit identified in Paragraph 2;
- □ (2) Condominium Addendum;
- □ (3) Financing Addendum;
- □ (4) Commercial Property Condition Statement;
- □ (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
- □ (6) Notice to Purchaser of Real Property in a Water District;
- □ (7) Addendum for Coastal Area Property;
- □ (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
- □ (9) _____.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

D. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

E. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

F. If any apartments or other residential units are part of the Property and those units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws, Buyer should seek experts to perform such services. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts by 5:00 p.m., in the time zone in which the Property is located, on February 5, 2010, the offer will lapse and become null and void.

This is a legally binding contract. READ IT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Buyer's Attorney:_____
_____

Seller's Attorney: Stephen L. Crain
Atlas & Hall, L.L.P.

BUYER:

COUNTY OF HIDALGO

By: _____
Rene Ramirez
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Hidalgo County Clerk

SELLER:

FIRST NATIONAL BANK

By: _____

AGREEMENT BETWEEN BROKERS

Listing Broker agrees to pay _____ (Other Broker) a fee of $_____ _____ or _____% of the sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

_____	_____
Other Broker License No.	Listing Broker License No.
By:_____	By:_____
_____	_____
Other Broker's Address	Listing Broker's Address
_____	_____
Phone Fax	Phone Fax

ESCROW RECEIPT

Escrow agent acknowledges receipt of:

☐ A. the contract on this day _____ (effective date):

☐ B. earnest money in the amount of $_____ in the form of _____ on this day _____.

_____	Address:_____
Escrow Agent	_____
By:_____	_____
	Phone Fax

EXHIBIT "A"

TRACT I:

A 1.00 acre tract of land out of Lot 80, Block 2, **LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2,** Hidalgo County Texas, more particularly described by metes and bounds as follows:

COMMENCING, at the Southeast corner of Lot 80;

THENCE, North 81 degrees 10 minutes West, 339.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees 50 feet East, 385.5 feet, to the Northeast corner of this tract;

THENCE, North 81 degrees 10 minutes West, 113.0 feet, to the Northwest corner of this tract;

THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract and the South line of said lot 80;

THENCE, South 81 degrees 10 minutes East, 113.0 feet, along the South line of Lot 80, to the POINT OF BEGINNING and containing 1.00 acre of land, more or less.

TRACT II:

A 1.00 acre tract of land out of Lot 80, Block 2, **LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2,** Hidalgo County Texas, according to map thereof recorded in Volume 8, Page 9, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 80;

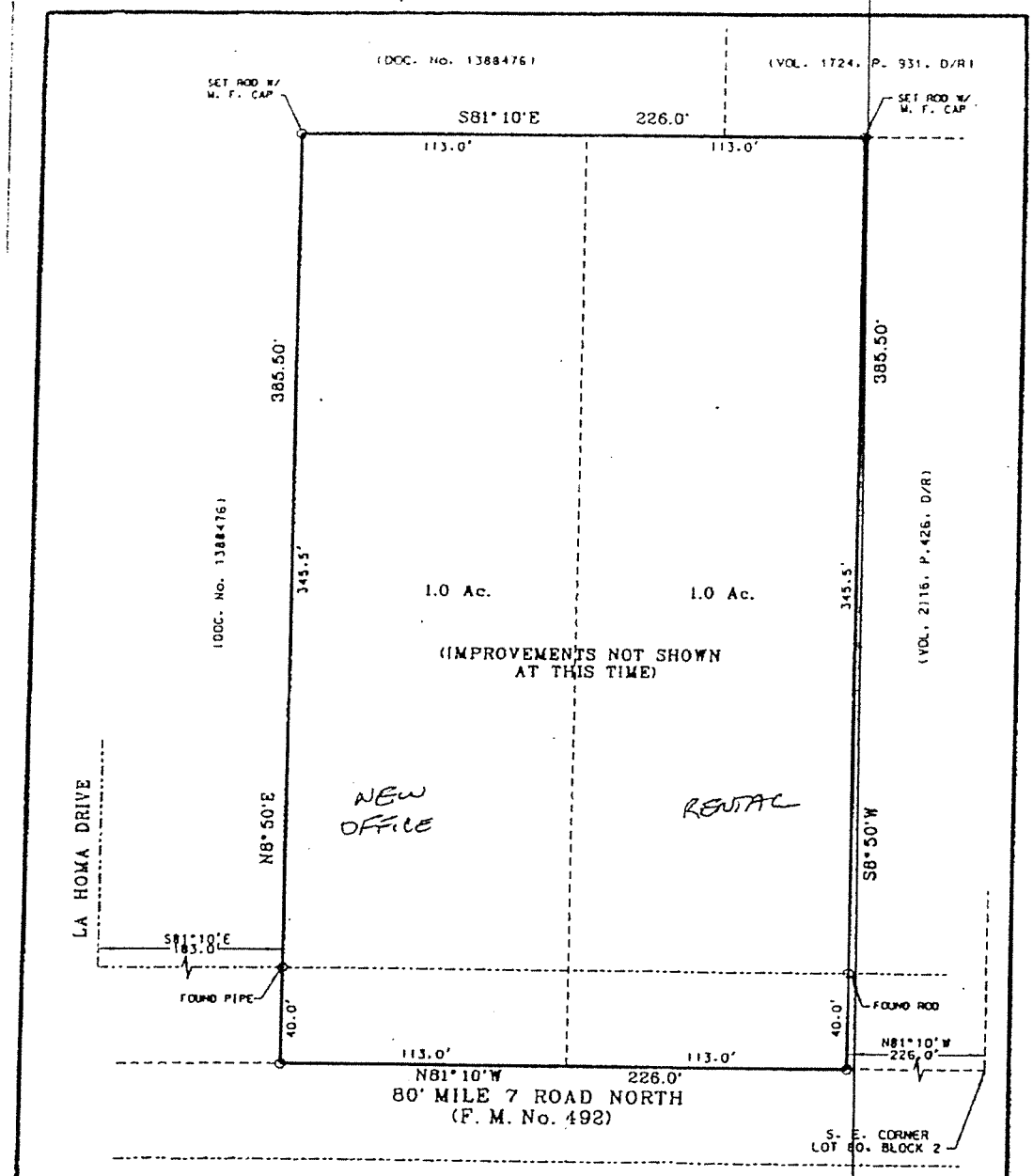
THENCE, North 81 degrees, 10 minutes West, 226.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees, 50 minutes East, 385.5 feet to the Northeast corner of this tract;

THENCE, North 81 degrees, 10 minutes West, 113.0 feet to the Northwest corner of this tract;

THENCE, South 8 degrees, 50 minutes West, 385.5 feet to the Southwest corner of this tract;

THENCE, South 81 degrees, 10 minutes East, 113.0 feet along the South line of Lot 80, to the POINT OF BEGINNING.



PLAT BASED ON SURVEY
DONE 1-25-2006

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE C OF THE FLOOD INSURANCE RATE MAP.

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS

COPYRIGHT MICHAEL FABIAN SURVEYING, INC. 2006, INVALID WITHOUT AN ORIGINAL SIGNATURE AND EMBOSSED SEAL PER SECTION 1364m.2 (b)(3) OF THE PROFESSIONAL LAND SURVEYING PRACTICES ACT ENACTED UNDER ARTICLE 6252 C VERNONS TEXAS CIVIL STATUTES

MAP
SHOWING
TWO 1.0 AC. TRACTS OF LAND
OUT OF LOT 80, BLOCK 2,
LA HOMA RANCH CITRUS GROVES,
UNIT No. 2,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 8, PG. 9, M/R

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
TEL. (956)630-1432
320 N. 15TH ST.
McALLEN, TEXAS 78501
FAX (956)687-4080

MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYOR

W. O. # 1073
DR. PQL
SCALE 1" = 50' DATE 4-3-2006

AI-19702 **22.A.**

TX Dot Donation

CC REGULAR

Date:	02/02/2010
Submitted By:	Norma Ceballos, COMM. PCT. #3
Submitted For:	Commissioner Flores
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting approval to accept a donation of 4,500 Cubic Yards of Salvaged Materials (Caliche) from TXDot for the Tordillo Road (Business 83 south 1 Mile) for the Construction Access to the Drain Ditch and Outfalls.

BACKGROUND

4,500 Cubic Yards of Caliche valued at $22,500.00.

Fiscal Impact

Attachments

Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 09:00 AM	APRV
2	Perla Lopez	Perla Lopez	01/29/2010 11:08 AM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Norma Ceballos — Started On: 01/28/2010 04:48 PM

Final Approval Date: 01/29/2010

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 27, 2010

CMRRR 7007-3110-0001-7441-1412

Honorable Judge Rene A. Ramirez
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78539

Re: Request for Salvaged Materials

Dear Honorable Judge Ramirez:

This letter is in reference to our approval letter dated January 25, 2009. We have re-evaluated the allocation for Hidalgo County. Please be advised that since the County is assisting the State in the construction of a right turn lane on Business 83, and at the discretion of the Pharr District, we have increased the allocation to Hidalgo County by $ 22,500 for Fiscal Year 2010. This amount will offset the 4500 CY of salvage caliche to be used on the BUS 83 project.

Therefore, the remaining allocation balance for Hidalgo County remains at $31,699.00.

As noted in our previous letter you may pick up the material at Trenton and US 281 and contact the section supervisor listed below to coordinate the pick up of the materials:

Mr. David L. Garcia, Section Supervisor
Mission Maintenance
P.O. Box 267
Mission, Texas 78572
(956) 585-5761

We apologize for any inconvenience this may have caused. If I can be of further assistance please do not hesitate to contact me at (956)702-6125.

Sincerely,

Pedro R. Alvarez, P.E.
Director of Maintenance

cc: Commissioner, Joe Flores, Pct. #3
Mario R. Jorge, P.E.
Hector Gonzalez, P.E.
David L. Garcia
Robert De La Fuente
District Record

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

January 21, 2010

Joe M. Flores
County Commissioner Pct. No. 3

Mr. Mario Jorge, P.E.
Attn: Hector Gonzalez, P.E.
Texas Department of Transportation
P O Box 1717
Pharr, Texas 78577

RE: Tordillo Road (1 Mile) for Bus 83 Construction Access

Dear Mr. Jorge,

As per TxDOT's request, Hidalgo County has assisted your Area Office in obtaining access to facilitate the construction for the Business 83 outfall. The County proceeded to open the above referenced County Road with the understanding that your office has agreed to provide the materials to upgrade this road and facilitate the construction. We respectfully request your assistance in expediting the roadway materials needed and at no cost to the County.

The following are the anticipated material quantities to be used for this project:

1. 8" Caliche : 7,864 Tons
2. Prime Coat : 1,500 Gallons

If you have any questions, would like to setup a meeting or require further information, please feel free to contact Mr. Domingo Villarreal Jr., Coordinator for Hidalgo County Precinct No. 3 at (956) 585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

cc: Javier Hinojosa, P.E., Javier Hinojosa Engineering

Attachments

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

AI-19703 **23.A.**

Classification and Compensation Plan

CC REGULAR

Date:	02/02/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status update on the Hidalgo County Employee Classification and Compensation Plan Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Presentation only. No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 08:20 AM	APRV
2	Auditor's Office	Linda Fong	01/29/2010 08:35 AM	APRV
3	Purchasing Department	Marty Salazar	01/29/2010 11:40 AM	APRV

Form Started By: Sergio Cruz Started On: 01/28/2010 07:36 PM

Final Approval Date: 01/29/2010

AI-19709 **23.B.**

Certification of Revenue from Intergovernmental Contracts

CC REGULAR

Date:	02/02/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Auditor's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Auditor's Office

Information

CAPTION

1. Approval of certification of revenue, as certified by the County Auditor, for 2009 intergovernmental contracts in the total amount of $830,330.43.

2. Approval of 2009 appropriation of certified revenue for various TXDOT (1315) projects in the total amount of $822,072.98.

3. Approval of 2009 appropriation of certified revenue for Certificate of Obligation Series 2006-Pct 4 (1336) for the 10th St Project (program 030) in the amount of $8,257.45.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1315-431-00-12X-0XX-0-XX1

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

BUDGETARY IMPACT:

Appropriation of new certified funds in various TXDOT projects in the total amount of $822,072.98.

FISCAL YEAR: **ACCT. #:** 9-1336-431-00-124-030-0-711

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

BUDGETARY IMPACT:

Appropriation of new certified funds in CO2006 - Pct 4 - 10th St project in the amount of $8,257.45.

Attachments

Link: Revenue Certification Letter

Link: 2009 BA for TXDOT (1315)

Link: 2009 BA for CO2006-Pct4 (1336)

Link: Additional Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 01:30 PM	APRV
2	Olga Garza	Olga Garza	01/29/2010 03:41 PM	APRV
3	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Dale Kennan Started On: 01/29/2010 11:14 AM

Final Approval Date: 01/29/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 28, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues from interlocal agreements with TXDOT and various cities. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	INTERLOCAL AGREEMENT
$ 1,179.00	TXDOT – FM2061
$ 956.00	TXDOT – FM1015
$ 18,618.24	TXDOT – FM88
$268,226.72	TXDOT – Mile 2 West
$529,990.24	TXDOT – Mile 6 West
$ 2,401.02	City of Edinburg – North "I" Road
$ 701.76	City of Elsa – FM88
$ 8,257.45	City of Edinburg – 10th Street

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/28/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: January 29, 2010

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the TXDOT Fund (1315)

ACCOUNT NUMBER: 9-1315-431-00-12X-0XX-0-XX1

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

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
9-1315-431-00-121-034-0-841	TXDOT-FM1015-AID TO GOVT AGENCY	956.00
9-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	18,618.24
9-1315-431-00-121-040-0-711	TXDOT-MILE 2 WEST(MILE12-US83)-ROW	42,761.35
9-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	225,465.37
9-1315-431-00-121-039-0-711	TXDOT-MILE 6 WEST(US83-SH107)-ROW	24,200.00
9-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	505,790.24
9-1315-431-00-122-025-0-841	TXDOT-FM2061(PRJ6)-AID TO GOVT AGENCY	1,179.00
9-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	701.76
9-1315-431-00-124-023-0-711	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW	2,401.02
9-1315-334-30-121-001-0-000	*INTERGOVT'L REV - TXDOT - FM 1015*	*956.00*
9-1315-334-30-121-002-0-000	*INTERGOVT'L REV - TXDOT - FM 88*	*18,618.24*
9-1315-334-30-121-003-0-000	*INTERGOVT'L REV - TXDOT - MILE 2 W*	*268,226.72*
9-1315-334-30-121-006-0-000	*INTERGOVT'L REV - TXDOT - MILE 6 W*	*529,990.24*
9-1315-334-30-122-001-0-000	*INTERGOVT'L REV - TXDOT - FM2061*	*1,179.00*
9-1315-337-00-121-001-0-000	*INTERGOVT'L REV - ELSA - FM88*	*701.76*
9-1315-337-00-124-001-0-000	*INTERGOVT'L REV -EDINBURG-N "I" RD PH II*	*2,401.02*
	TOTAL BUDGET INCREASE (DECREASE)	$ 822,072.98

REASON: To appropriate funding (and certified revenues) in the total amount of $822,072.98 into various TXDOT projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: January 29, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for C.O., 2006 - Pct 4 (1336)

ACCOUNT NUMBER: 9-1336-431-00-124-030-0-711

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

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1336-431-00-124-030-0-711	CO,2006-PCT4 10TH ST(SH107-FM1925)-ROW	8,257.45
9-1336-337-00-124-001-0-000	*INTERGOVT'L REV - EDINBURG-10TH ST.*	*8,257.45*
	TOTAL BUDGET INCREASE (DECREASE)	$ 8,257.45

REASON: To appropriate funding (and certified revenues) in the total amount of $8,257.45 into the 10th St project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Account No/Description					Debit	Credit
9-1315-126-20-000-004-0-000 DUE FROM STATE-TXDOT-FM2061 FLDWY-FM3072						
			* Beginning Balance		265,853.78	.00
* Payments						
DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR		
09/15/09	0400012571	FM2061 P#29	99064	102156 EDWARDS ABSTRAC	234.00	
09/15/09	0400012585	FM2061 P#29	99064	373206 VILLARREAL, CLE	945.00	
			Total:		1,179.00	
			* Ending Balance		267,032.78	.00

Account No/Description				Debit	Credit
9-1315-126-20-000-005-0-000 DUE FROM STATE-TXDOT-FM1015 MILE9-MILE12					
			* Beginning Balance	.00	.00
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR		
12/15/09 0400012844	FM1015 P#13	9655	25895 NORTH ALAMO WAT	956.00	
			Total:	956.00	
			* Ending Balance	956.00	.00

Account No/Description				Debit	Credit
9-1315-126-20-000-007-0-000 DUE FROM STATE-TXDOT-FM88					
			* Beginning Balance	4,830.31	.00
* Receipts					
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION	
01/29/09	125858	20 95484	Tx Comptroller of Pub Accts	01 FM 88 P#25	1,901.90
			Total:		1,901.90
* Payments					
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH VENDOR	
07/14/09	0400012390		CCD-0019-D	98053 237302 GUAJARDO, ARTUR	15,618.24
07/14/09	0400012394		CCD-0019-D	98053 323705 FLORES, MARIO A	1,000.00
07/14/09	0400012395		CCD-0019-D	98053 371491 GARCIA, MOISES	1,000.00
07/14/09	0400012406		CCD-0019-D	98053 323691 RAMIREZ, MARIA	1,000.00
			Total:		18,618.24
			* Ending Balance	21,546.65	.00

Account No/Description		Debit	Credit
9-1315-126-20-000-009-0-000	DUE FROM STATE-TXDOT-MILE2W-MILE12-US83		
	* Beginning Balance	69,459.62	.00

*** Receipts**

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 127		1,231.30
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 129		1,532.06
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 144		1,497.70
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 147		5,669.62
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 158		9,388.10
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 159		3,041.70
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 160		1,456.10
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 161		1,107.30
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P # 162		3,132.15
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #102		5,125.70
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #104		7,300.90
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #105		4,642.51
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #112		6,476.10
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #120		4,958.22
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #121		1,059.30
03/20/09	127196	20 96385	RIGHT-OF-WAY ST. COMP.03/19/0	MILE 2 W. P #125 B		2,019.30
08/24/09	131262	20 98794	ST. COMP MI 2 W. P#117 08/21	MILE 2 W. P# 117		3,952.10
08/24/09	131263	20 98794	ST. COMP MILE 2 W P#118 08/2	MILE 2 W. P# 118		5,764.80
08/24/09	131272	20 98794	ST. COMP MI 2 W. P#119 08/21	MILE 2 W P# 119		7,901.46
08/24/09	131273	20 98794	ST. COMP MI 2 W. P#126 08/21	MILE 2 W P# 126		3,090.50
08/24/09	131274	20 98794	ST. COMP MI 2 W. P#145 08/21	MILE 2 W P# 145		1,920.10
				Total:		82,267.02

*** Payments**

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR		object code
02/17/09	0400012120		MILE 2 W P# 117	95780	367362 ORTEGA, ARTURO	3,200.00	711
02/17/09	0400012123		MILE 2 W P# 117	95780	363308 VALLEY LAND TIT	752.10	711
03/03/09	0400012143		MILE 2 W P# 118	95983	16187 HIDALGO & CAMER	5,152.00	711
03/03/09	0400012145		1082 P# 119	95983	100102 LEONEL GARZA, J	500.00	711
03/03/09	0400012145		929 P# 118	95983	100102 LEONEL GARZA, J	500.00	711
03/03/09	0400012149		MILE 2 W P# 118	95983	363308 VALLEY LAND TIT	612.80	711
03/09/09	0400012157		289116 Engineer	96103	227889 TEDSI INFRASTRU	16,560.00	711
04/07/09	0400012204		299159 "	96561	227889 TEDSI INFRASTRU	53,973.15	731
05/05/09	0400012253		299189 "	97022	227889 TEDSI INFRASTRU	14,987.59	731
05/26/09	0400012302		MILE 2 W P# 103	97354	364169 GARCIA, MARGARI	3,815.20	711
05/26/09	0400012309		MILE 2 W P# 103	97354	235091 VALLEY LAND TIT	730.83	711
06/02/09	0400012329		299242 Engineer	97440	227889 TEDSI INFRASTRU	41,583.93	731
08/04/09	0400012476		299287 "	98377	227889 TEDSI INFRASTRU	5,995.04	731
08/18/09	0400012503		299348 "	98617	227889 TEDSI INFRASTRU	29,975.18	731
09/15/09	0400012572		MILE 2 W P# 97	99064	373176 GUERRA, AMADO &	189.60	711
09/15/09	0400012583		MILE 2 W P# 97	99064	363308 VALLEY LAND TIT	699.02	711
10/13/09	0400012655		CCD-0006-E P#146	99540	237302 GUAJARDO, ARTUR	4,030.40	711
10/13/09	0400012658		CCD-0006-E P#146	99540	287067 CACERES, HILDA	480.00	711
10/13/09	0400012659		CCD-0006-E P#146	99540	323977 HILL & JIMENEZ,	480.00	711
10/13/09	0400012660		CCD-0006-E P#146	99540	339946 MEZA, BLANCA E.	480.00	711
10/20/09	0400012688		299450 Engineer	99664	227889 TEDSI INFRASTRU	14,987.59	731

Account No/Description					Debit		Credit
9-1315-126-20-000-009-0-000 DUE FROM STATE-TXDOT-MILE2W-MILE12-US83							
* Payments						object code	
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH VENDOR			
10/27/09	0400012713		1282	99759 100102 LEONEL GARZA, J	940.00	711	
11/17/09	0400012774		299491	9220 227889 TEDSI INFRASTRU	19,000.12	731	
12/29/09	0400012892		299525	9853 227889 TEDSI INFRASTRU	14,987.59	731	
01/26/10	0400012960		299557	91325 227889 TEDSI INFRASTRU	14,987.59	731	
01/26/10	0400012961		299602	91325 227889 TEDSI INFRASTRU	14,987.59	731	
01/26/10	0400012963		CCD-0006-E	91325 363308 VALLEY LAND TIT	548.90	711	
				Total:	A 265,136.22		
* Journal Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
04/22/09	JE-91349	96936	RCL CK#12198 MILE 2W P126 2COR		2,412.00	711	
04/22/09	JE-91349	96936	RCL CK#12206 MILE 2W P126 2COR		678.50	711	
				Total:	B 3,090.50		
				* Ending Balance	255,419.32		.00

A 265,136.22+
B 3,090.50+
002
Total 268,226.72*

3,200.00+
752.10+
5,152.00+
500.00+
500.00+
612.80+
16,560.00+
3,815.20+
730.83+
189.60+
690.02+
4,030.40+
480.00+
480.00+
480.00+
940.00+
548.90+
2,412.00+
678.50+
019
711 42,761.35*

53,973.15+
14,987.59+
41,583.93+
5,995.04+
29,975.18+
14,987.59+
19,000.12+
14,987.59+
14,987.59+
14,987.59+
010
731 225,465.37*

711 42,761.35+
731 225,465.37+
002
Total 268,226.72*

Account No/Description				Debit		Credit
9-1315-126-20-000-012-0-000 DUE FROM STATE-TXDOT-MILE6W(US83-SH107)						
			* Beginning Balance	.00		.00
* Payments					object 711	code 731
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR			
07/28/09 0400012464	299274	98266	227889 TEDSI INFRASTRU	34,350.76		34,350.76
07/28/09 0400012464	299222	98266	227889 TEDSI INFRASTRU	48,378.76	12,100.-	36,278.76
08/11/09 0400012487	299358	98497	227889 TEDSI INFRASTRU	50,301.52		50,301.52
08/11/09 0400012487	299319	98497	227889 TEDSI INFRASTRU	41,101.53		41,101.53
09/15/09 0400012582	299407	99064	227889 TEDSI INFRASTRU	185,522.15		185,522.15
11/03/09 0400012733	299456	99884	227889 TEDSI INFRASTRU	64,162.62	12,100.-	52,062.62
12/08/09 0400012829	299502	9535	227889 TEDSI INFRASTRU	97,966.50		97,966.50
01/19/10 0400012925	299531	91197	227889 TEDSI INFRASTRU	8,206.40		8,206.40
			Total:	529,990.24	24,200.-	505,790.24
			* Ending Balance	529,990.24		.00

Account No/Description				Debit	Credit
9-1315-126-30-000-003-0-000 DUE FROM OTHER GOVT-EDINBURG-N "I" RD					
			* Beginning Balance	72,383.52	.00
* Payments					
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR		
09/22/09 0400012599	1279	99165	100102 LEONEL GARZA, J	2,000.00	
09/22/09 0400012604	63009	99165	213055 SOUTH TEXAS LAN	350.00	
11/10/09 0400012742	HID001-0097	99996	2666 ATLAS & HALL, L	51.02	
			Total:	2,401.02	
			* Ending Balance	74,784.54	.00

Account No/Description			Debit	Credit
9-1315-126-30-000-005-0-000 DUE FROM OTHER GOVT-ELSA-FM88				
		* Beginning Balance	39,497.33	.00
* Payments				
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
07/14/09 0400012390	CCD-0019-D	98053 237302 GUAJARDO, ARTUR	701.76	
		Total:	701.76	
		* Ending Balance	40,199.09	.00

Account No/Description					Debit	Credit
9-1336-126-30-000-000-0-000 DUE FROM OTHER GOVT-EDINBURG-10TH ST.						
				* Beginning Balance	33,664.53	.00
* Payments						
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH VENDOR		
03/09/09	0400012156		EXT. 10TH S p#32	96103 208086 GARZA, RICHARD	3,744.00	
04/07/09	0400012197		HID001-0099 p#32	96561 2666 ATLAS & HALL, L	183.59	
04/14/09	0400012210		1022509 p#32	96693 272566 HIDALGO COUNTY	7.68	
05/05/09	0400012251		32709	97022 213055 SOUTH TEXAS LAN	108.00	
05/05/09	0400012251		32709	97022 213055 SOUTH TEXAS LAN	108.00	
05/05/09	0400012251		32709	97022 213055 SOUTH TEXAS LAN	108.00	
05/05/09	0400012251		32709	97022 213055 SOUTH TEXAS LAN	108.00	
05/05/09	0400012251		32709	97022 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012278		42309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012279		41309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012279		41309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012279		41309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012279		41309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012279		41309	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012280		40809	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012280		40809	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012280		40809	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012280		40809	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012280		40809	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012281		42109A	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012281		42109A	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012281		42109A	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012281		42109A	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012281		42109A	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012282		41609	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012282		41609	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012282		41609	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012282		41609	97249 213055 SOUTH TEXAS LAN	108.00	
05/19/09	0400012282		41609	97249 213055 SOUTH TEXAS LAN	108.00	
06/15/09	0400012348		1074 p#32	97653 100102 LEONEL GARZA, J	480.00	
07/28/09	0400012448		HID001-0099 p#32	98266 2666 ATLAS & HALL, L	21.89	
11/10/09	0400012739		HID001-0099 p#32	99996 2666 ATLAS & HALL, L	40.29	
01/12/10	0400012914		121409	91083 213055 SOUTH TEXAS LAN	108.00	
01/12/10	0400012914		121409	91083 213055 SOUTH TEXAS LAN	108.00	
01/26/10	0400012957		121609	91325 213055 SOUTH TEXAS LAN	108.00	
01/26/10	0400012957		121609	91325 213055 SOUTH TEXAS LAN	108.00	
				Total:	8,257.45	
				* Ending Balance	41,921.98	.00

parcel # not available

parcel # not available

AI-19700 **23.C.1.**

2009 Appropriation for Health Benefits Fund (2201)

CC REGULAR

Date:	02/02/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Health Benefits (2201):
Approval of 2009 appropriation of funds for Health Benefits Fund (2201) in the amount of $70,205.87 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2201-415-00-115-00X-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $70,205.87. Funding available for appropriation as of 1/28/10 in unreserved f/b.

Attachments

Link: 2009 BA for Health Benefits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/29/2010 08:20 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/29/2010 08:27 AM	APRV
3	Auditor's Office	Linda Fong	01/29/2010 08:37 AM	APRV
4	Purchasing Department	Marty Salazar	01/29/2010 11:39 AM	APRV

Form Started By: Erika Zamora Started On: 01/28/2010 04:36 PM

Final Approval Date: 01/29/2010

DATE: January 28, 2010

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

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

ACCOUNT NUMBER: 9-2201-415-00-115-00X-0-XXX

Contact Person: Erika Zamora **Ph#** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-2201-415-00-115-003-0-820	Health Benefits HC- Claims Not Covered	38,252.85
9-2201-415-00-115-004-0-820	Health Benefits DD1 - Claims Not Covered	2,987.82
9-2201-415-00-115-008-0-820	Health Benefits AD - Claims Not Covered	28,965.20
	TOTAL BUDGET INCREASE (DECREASE)	**70,205.87**

REASON: To appropriate funding in the amount of $70,205.87 to cover negative balance in 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-19695 **23.D.1.**

Request for reclassification of various positions

CC REGULAR

Date: 02/02/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Facilities Management
Department: BUDGET & MANAGEMENT
Agenda Category: Buildings and Grounds

Information

CAPTION

Facilities Management (1100):
a. Approval of reclassification of the following postions, reviewed and recommended by Reclassification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (02/15/10):

Slot No.	Current Position Title	Proposed Position Title	Current Salary	Proposed Salary	Adjustment
002	Operations Office Manager	Executive Assistant I	$44,491.00	$44,491.00	-0-
007	Air Conditioning Technician	Maintenance Supervisor	$34,650.00	$40,078.00	$5,428.00
049	Maintenance	Carpenter I	$22,345.00	$22,345.00	-0-
072	Assistant Projects Manager	Foreman	$32,760.00	$34,360.00	$1,600.00
079	Groundskeeper	Maintenance II	$22,800.00	$22,800.00	-0-
080	Groundskeeper	Maintenance II	$22,800.00	$22,800.00	-0-
081	Groundskeeper	Maintenance II	$22,800.00	$22,800.00	-0-
097	Carpenter/ Painter	Welder I	$23,891.00	$23,891.00	-0-
				Total Adjustments:	$7,028.00

b. Approval of interdepartmental transfer.
c. Approval of 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:

REF: Interdepartmental Transfer CC 02-02-10 AI#19698

Attachments

Link: fiscal note
Link: Inerdept. transfer
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/29/2010 02:02 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 02:19 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/29/2010 04:33 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Rosie Cantu

Started On: 01/28/2010 03:11 PM

Final Approval Date: 01/29/2010

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, February 02, 2010 **Agenda Item:** 19695

Summary of request/proposal:

The Facilities Management department is requesting approval of reclassification of the following postions, reviewed and recommended by the Reclassification Committee, as per section 3.22 of the Civil Service Commission Rules:

Fund	Current Position/ Title	Proposed Position/ Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Operations Office Manager	Executive Assistant I	0002	113	$44,491.00	$44,491.00	$0.00
1100	AC Technician	Maintenance Supervisor	0007	113	$34,650.00	$40,078.00	$5,428.00
1100	Maintenance	Carpenter I	0049	113	$22,345.00	$22,345.00	$0.00
1100	Assistant Projects Manager	Foreman	0072	113	$32,760.00	$34,360.00	$1,600.00
1100	Groundskeeper	Maintenance II	0079	113	$22,800.00	$22,800.00	$0.00
1100	Groundskeeper	Field Service Specialist I	0080	113	$22,800.00	$22,800.00	$0.00
1100	Groundskeeper	Field Service Specialist II	0081	113	$22,800.00	$22,800.00	$0.00
1100	Carpenter/ Painter	Welder I	0097	113	$23,891.00	$23,891.00	$0.00
				TOTAL:	$226,537.00	$233,565.00	$7,028.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-419-40-220-001-0-	113	FACILITIES MGMT. - REG F/T EMPLOYEES	$6,193.26
0-1100-419-40-220-001-0-	211	FACILITIES MGMT. - HEALTH INSURANCE	$0.00
0-1100-419-40-220-001-0-	212	FACILITIES MGMT. - LIFE INSURANCE	$0.00
0-1100-419-40-220-001-0-	220	FACILITIES MGMT. - FICA	$473.78
0-1100-419-40-220-001-0-	230	FACILITIES MGMT. - RETIREMENT	$589.60
0-1100-419-40-220-001-0-	250	FACILITIES MGMT. - UNEMPLOYMENT COMP	$30.97
0-1100-419-40-220-001-0-	260	FACILITIES MGMT. - WORKER'S COMP	$0.00
		2010 Budgetary Impact	$7,287.61

2011 Budgetary Impact: $8,269.85

Possible Funding Sources:

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 28, 2010

2010
Transfer

DEPARTMENT HEAD: RAUL SILGUERO,Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR FACILITIES MANAGEMENT

ACCOUNT NUMBER: 0-1100-41X-X0-XXX-00X-0-XXX

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(7,289.00)
TO:		
0-1100-419-40-220-001-0-113	FACILITIES MGMT-REG F/T EMPLOYEES	6,194.00
0-1100-419-40-220-001-0-220	FACILITIES MGMT-FICA	474.00
0-1100-419-40-220-001-0-230	FACILITIES MGMT-RETIREMENT	590.00
0-1100-419-40-220-001-0-250	FACILITIES MGMT-UNEMPLOYMENT COMP	31.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to cover expenditures for salary and corresponding fringe benefits in relation to reclassifications for various positions.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

Form DBM-202

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 19695

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BUILDING MAINTNENACE MANAGER	63,882.00	0.00	0.00	0	0.00	0.00	63,882.00	63,882.00	480.00	0.00	0.00	0.00	0.00	64,362.00
		Proposed Title: EXECUTIVE ASSISTANT I														
0002	**113**	**~~OPERATIONS OFFICE MANAGER~~**	**44,491.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**44,491.00**	**44,491.00**	**900.00**	**0.00**	**0.00**	**0.00**	**0.00**	**45,391.00**
0004	113	AIR CONDITIONING SPECIALIST	34,650.00	0.00	0.00	0	0.00	0.00	34,650.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0005	113	PLUMBER	34,650.00	0.00	0.00	0	0.00	0.00	34,650.00	34,650.00	540.00	0.00	0.00	0.00	0.00	35,190.00
0006	113	ELECTRICIAN	34,650.00	0.00	0.00	0	0.00	0.00	34,650.00	34,650.00	540.00	0.00	0.00	0.00	0.00	35,190.00
		Proposed Title: MAINTENANCE SUPERVISOR						**Proposed Adjust. $5,428.00**	**Proposed Salary $40,078.00**							
0007	**113**	**~~AIR CONDITIONING TECHNICIAN~~**	**34,650.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~34,650.00~~**	**34,650.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**34,650.00**
0008	113	ELECTRICIAN	34,650.00	0.00	0.00	0	0.00	0.00	34,650.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0010	113	BUDGET CLERK II	30,600.00	0.00	0.00	0	0.00	0.00	30,600.00	30,600.00	1,440.00	0.00	0.00	0.00	0.00	32,040.00
0011	113	SECRETARY	28,415.00	0.00	0.00	0	0.00	0.00	28,415.00	28,415.00	720.00	0.00	0.00	0.00	0.00	29,135.00
0012	113	MAINTENANCE	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	900.00	0.00	0.00	0.00	0.00	26,136.00
0013	113	MAINTENANCE	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0014	113	MAIL CLERK	24,535.00	0.00	0.00	0	0.00	0.00	24,535.00	24,535.00	300.00	0.00	0.00	0.00	0.00	24,835.00
0015	113	MAIL CLERK	24,535.00	0.00	0.00	0	0.00	0.00	24,535.00	24,535.00	360.00	0.00	0.00	0.00	0.00	24,895.00
0016	113	ELECTRICIAN HELPER	23,891.00	0.00	0.00	0	0.00	0.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0017	113	AIR CONDITIONING TECHNICIAN HELPER	23,891.00	0.00	0.00	0	0.00	0.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0018	113	PLUMBER HELPER	23,891.00	0.00	0.00	0	0.00	0.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0019	113	CUSTODIAN	23,555.00	0.00	0.00	0	0.00	0.00	23,555.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0020	113	CUSTODIAN	23,555.00	0.00	0.00	0	0.00	0.00	23,555.00	22,345.00	840.00	0.00	0.00	0.00	0.00	23,185.00
0021	113	CUSTODIAN	23,555.00	0.00	0.00	0	0.00	0.00	23,555.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0022	113	CUSTODIAN	23,273.00	0.00	0.00	0	0.00	0.00	23,273.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0023	113	CUSTODIAN	22,992.00	0.00	0.00	0	0.00	0.00	22,992.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0024	113	CUSTODIAN	22,992.00	0.00	0.00	0	0.00	0.00	22,992.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0025	113	CUSTODIAN	22,992.00	0.00	0.00	0	0.00	0.00	22,992.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,765.00
0026	113	MAINTENANCE	22,992.00	0.00	0.00	0	0.00	0.00	22,992.00	22,992.00	0.00	0.00	0.00	0.00	0.00	22,992.00
0027	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0028	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0029	113	MAINTENANCE II	25,000.00	0.00	0.00	0	0.00	0.00	25,000.00	25,000.00	480.00	0.00	0.00	0.00	0.00	25,480.00
0030	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0031	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 19695

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0032	113	MAINTENANCE	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	600.00	0.00	0.00	0.00	0.00	22,945.00
0033	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0034	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0035	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0036	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,765.00
0037	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	CUSTODIAN	22,611.00	0.00	0.00	0	0.00	0.00	22,611.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,885.00
0040	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0041	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,885.00
0042	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,885.00
0044	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	600.00	0.00	0.00	0.00	0.00	22,945.00
0045	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,765.00
0048	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
		Proposed Title: CARPENTER I														
0049	**113**	**~~MAINTENANCE~~**	**22,345.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**22,345.00**	**22,345.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**22,345.00**
0050	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0051	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0052	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0053	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0054	113	MAINTENANCE II	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0056	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0057	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0059	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00
0060	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0061	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	840.00	0.00	0.00	0.00	0.00	23,185.00
0062	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	960.00	0.00	0.00	0.00	0.00	23,305.00
0063	113	MAINTENANCE	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	660.00	0.00	0.00	0.00	0.00	23,005.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 19695

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0064	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	660.00	0.00	0.00	0.00	0.00	23,005.00
0065	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0066	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	780.00	0.00	0.00	0.00	0.00	23,125.00
0067	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0068	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0069	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	660.00	0.00	0.00	0.00	0.00	23,005.00
0070	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00
0071	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
		Proposed Title: FOREMAN						**Proposed Adjust. $1,600.00**	**Proposed Salary $34,360.00**							
0072	**113**	**~~ASSISTANT PROJECTS MANAGER~~**	**32,760.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~32,760.00~~**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0073	113	MAINTENANCE I	20,720.00	0.00	0.00	0	0.00	0.00	20,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	20,720.00	0.00	0.00	0	0.00	0.00	20,720.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0075	113	PLUMBER II	32,550.00	0.00	0.00	0	0.00	0.00	32,550.00	32,550.00	0.00	0.00	0.00	0.00	0.00	32,550.00
0076	113	ELECTRICIAN I	32,550.00	0.00	0.00	0	0.00	0.00	32,550.00	32,550.00	0.00	0.00	0.00	0.00	0.00	32,550.00
0077	113	AIR CONDITIONING CHILLER TECHNICIAN	40,950.00	0.00	0.00	0	0.00	0.00	40,950.00	40,950.00	0.00	0.00	0.00	0.00	0.00	40,950.00
0078	113	WELDER I	32,550.00	0.00	0.00	0	0.00	0.00	32,550.00	32,550.00	540.00	0.00	0.00	0.00	0.00	33,090.00
		Proposed Title: MAINTENANCE II														
0079	**113**	**~~GROUNDSKEEPER~~**	**22,800.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**22,800.00**	**22,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**22,800.00**
		Proposed Title: MAINTENANCE II														
0080	**113**	**~~GROUNDSKEEPER~~**	**22,800.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**22,800.00**	**22,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**22,800.00**
		Proposed Title: MAINTENANCE II														
0081	**113**	**~~GROUNDSKEEPER~~**	**22,800.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**22,800.00**	**22,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**22,800.00**
0082	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0083	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0084	113	MECHANIC I	23,725.00	0.00	0.00	0	0.00	0.00	23,725.00	23,725.00	0.00	0.00	0.00	0.00	0.00	23,725.00
0085	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0086	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0087	113	MAINTENANCE I	25,032.00	0.00	0.00	0	0.00	0.00	25,032.00	25,032.00	360.00	0.00	0.00	0.00	0.00	25,392.00
0088	113	MAINTENANCE II	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0089	113	MAINTENANCE III	33,093.00	0.00	0.00	0	0.00	0.00	33,093.00	33,093.00	480.00	0.00	0.00	0.00	0.00	33,573.00
0090	113	INFRASTRUCTURE SYSTEMS MANAGER	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 19695

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0091	113	SUPPORT SERVICES SPECIALIST	43,050.00	0.00	0.00	0	0.00	0.00	43,050.00	41,000.00	0.00	0.00	0.00	0.00	0.00	41,000.00
0092	113	CARPENTER/ PAINTER	31,513.00	0.00	0.00	0	0.00	0.00	31,513.00	31,513.00	600.00	0.00	0.00	0.00	0.00	32,113.00
0093	113	CARPENTER/ PAINTER	31,022.00	0.00	0.00	0	0.00	0.00	31,022.00	31,022.00	900.00	0.00	0.00	0.00	0.00	31,922.00
0094	113	CARPENTER/ PAINTER	29,934.00	0.00	0.00	0	0.00	0.00	29,934.00	29,934.00	840.00	0.00	0.00	0.00	0.00	30,774.00
0095	113	CARPENTER/ PAINTER	28,522.00	0.00	0.00	0	0.00	0.00	28,522.00	28,522.00	540.00	0.00	0.00	0.00	0.00	29,062.00
0096	113	CARPENTER/ PAINTER	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
		Proposed Title: WELDER I														
0097	**113**	**~~CARPENTER/ PAINTER~~**	**23,891.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**23,891.00**	**23,891.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**23,891.00**
0098	113	CARPENTER/ PAINTER	23,781.00	0.00	0.00	0	0.00	0.00	23,781.00	23,781.00	1,380.00	0.00	0.00	0.00	0.00	25,161.00
0099	113	CARPENTER/ PAINTER	23,781.00	0.00	0.00	0	0.00	0.00	23,781.00	23,781.00	0.00	0.00	0.00	0.00	0.00	23,781.00
0100	113	CARPENTER/ PAINTER	23,781.00	0.00	0.00	0	0.00	0.00	23,781.00	23,781.00	0.00	0.00	0.00	0.00	0.00	23,781.00
0101	113	CARPENTER/ PAINTER	22,800.00	0.00	0.00	0	0.00	0.00	22,800.00	22,800.00	0.00	0.00	0.00	0.00	0.00	22,800.00
0102	113	CARPENTER/ PAINTER	22,800.00	0.00	0.00	0	0.00	0.00	22,800.00	22,800.00	0.00	0.00	0.00	0.00	0.00	22,800.00
0103	113	CLERK I	18,564.00	0.00	0.00	0	0.00	0.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
			2,587,126.00	0.00	0.00		0.00	7,028.00	2,594,154.00	2,495,437.00	26,220.00	0.00	0.00	0.00	0.00	2,521,657.00

Approval of reclassification of the above highlighted postions, reviewed and recommended by Reclassification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (02/15/10):- PERSONNEL ACTIONS PENDING CC APPROVAL.

AI-19681 **23.D.2.**

Constable Pct. 4 - Consolidation of programs, delete Chief Deputy position, & create one (1) regular Deputy Constable position

CC REGULAR

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

a. Constable Pct. #4 (1100) - Budget Consolidation/Staff:
1. Approval to consolidate Constable Pct. 4 Parking Lot Security (294-007) to Constable Pct. 4 (294-001) to include the following positions and employee transfers, effective next full pay period (02/15/10):

		FROM		TO		
Employee No.	**Position Title**	**Slot No.**	**Program**	**Slot No.**	**Program**	**Budgeted Salary**
16497	Senior Deputy Constable Step IIII - Peace Officer	0001	007	0012	001	$44,777.00
138762	Senior Deputy Constable Step I	0002	007	0013	001	$41,800.00
122386	Senior Deputy Constable Step I - Peace Officer Bike Patrol	0003	007	0014	001	$41,800.00
Vacant	Chief Security/ Chief Deputy Constable Step III	0004	007	0015	001	$49,255.00
133841	Senior Deputy Constable Step I - Bike Patrol	0005	007	0016	001	$41,800.00

2. Approval of interdepartmental transfer from program 007 to program 001.
3. Approval of revised salary schedule.

b. Constable Pct. #4 (1100):
1. Approval to delete one (1) vacant regular full-time Chief Security/Chief Deputy Constable Step III position, slot no. 0015, budgeted salary $49,255.00.
2. Approval to create one (1) regular full-time entry level Deputy Constable position, slot no. 0017, budgeted salary $36,480.00 each, as per the Grade & Step Pay Plan.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0- 1100-421-00-294-00X-0-XXX

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

BUDGETARY IMPACT:

0-1100-421-00-294-007-0-XXX --> 0-1100-421-00-294-001-0-XXX, $. Funding is available as of 01/28/10.

Attachments

Link: PARs

Link: Fiscal Note

Link: Job Descriptions

Link: Revised salary schedule - Const. 4 Parking Lot Security

Link: Revised salary schedule - Constable Pct. 4

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/29/2010 02:54 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 02:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:04 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Sylvia Solis Started On: 01/28/2010 08:54 AM

Final Approval Date: 01/29/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Constable Pct. 4 – Courthouse Parking Lot Security (294-007)

DATE: 01/28/10

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0017

REQUESTED POSITION TITLE: Deputy Constable

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) $ 36,480.00 (Proposed Budgeted Salary) $ 36,480.00 (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 [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	X	Non-Exempt	X
N/A	☐		

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

POSITION INTENDED TO AUGMENT THE SECURITY DIVISION OF CONSTABLE PCT. 4 ADDIITIONAL PERSONNEL WILL BE IN LIEU OF DELETED CHIEF DEPUTY POSITION.

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 1/28/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/29/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Constable Pct. 4 (294-001) DATE: 01/28/10

CURRENT POSITION TITLE: Chief Security/ Chief Deputy Constable Step III CURRENT SLOT. #: 0015

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 49,255.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (49,255.00) (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 [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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

DEPARTMENT WAS ABSORBED BY CONSTABLE PCT. 4 WHICH ALREADY HAS A CHIEF DEPUTY POSITION AS A RESULT THE POSITION WAS DEEMED UNNECESSARY.

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	1/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2010 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.

Agenda Item: 19681

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 02, 2010

Summary of request/proposal:
The Constable Pct No. 4 office is requesting approval to consolidate Constable Pct. 4 Parking Lot Security (294-007) to Constable Pct. 4 (294-001) which will include the following positions and employee transfers, effective next full pay period (02/15/10). Followed by the deletion of one (1) vacant regular full-time Chief Security/Chief Deputy Constable Step III position, slot no. 0015, budgeted salary $49,255.00, and creation of one (1) regular full-time entry level Deputy Constable position (under pgm 001), slot no. 0017, budgeted salary $36,480.00, as per the Grade & Step Pay Plan.

CONSTABLE PCT. 4 PARKING LOT SECURITY

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Senior Deputy Constable Step III - Peace Officer	0001	113	44,777.00	0.00	(44,777.00)
1100	Senior Deputy Constable Step I	0002	113	41,800.00	0.00	(41,800.00)
1100	Senior Deputy Constable Step I - Peace OfficerBike Patrol	0003	113	41,800.00	0.00	(41,800.00)
1100	Chief Security/ Chief Deputy Constable Step III	0004	113	49,255.00	0.00	(49,255.00)
1100	Senior Deputy Constable Step I - Bike Patrol	0005	113	41,800.00	0.00	(41,800.00)
				219,432.00	0.00	(219,432.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-421-00-294-007-0- 113	CONST. PCT. 4. PARKING REG F/T EMPLOYEES	($193,369.20)
0-1100-421-00-294-007-0- 211	CONST. PCT. 4. PARKING HEALTH INSURANCE	($18,347.15)
0-1100-421-00-294-007-0- 212	CONST. PCT. 4. PARKING LIFE INSURANCE	($118.95)
0-1100-421-00-294-007-0- 220	CONST. PCT. 4. PARKING FICA	($14,792.74)
0-1100-421-00-294-007-0- 230	CONST. PCT. 4. PARKING RETIREMENT	($18,408.75)
0-1100-421-00-294-007-0- 250	CONST. PCT. 4. PARKING UNEMPLOYMENT COMP	($966.85)
0-1100-421-00-294-007-0- 260	CONST. PCT. 4. PARKING WORKER'S COMP	
	2010 Budgetary Impact	($246,003.64)

2011 Budgetary Impact: ($255,432.16)

Possible Funding Sources: Funds will be transferred-out from Constable Pct. 4 Parking Lot Security (294-007) pending interdept transfer.

CONSTABLE PCT. 4

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Senior Deputy Constable Step III - Peace Officer	0012	113	0.00	44,777.00	44,777.00
1100	Senior Deputy Constable Step I	0013	113	0.00	41,800.00	41,800.00
1100	Senior Deputy Constable Step I - Peace OfficerBike Patrol	0014	113	0.00	41,800.00	41,800.00
1100	Chief Security/ Chief Deputy Constable Step III	0015	113	49,255.00	0.00	(49,255.00)
1100	Senior Deputy Constable Step I - Bike Patrol	0016	113	0.00	41,800.00	41,800.00
1100	Deputy Constable	0006	113	0.00	36,480.00	36,480.00
				49,255.00	206,657.00	157,402.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-421-00-294-001-0- 113	CONST. PCT. 4. - REG F/T EMPLOYEES	$138,706.74
0-1100-421-00-294-001-0- 211	CONST. PCT. 4. - HEALTH INSURANCE	$18,347.15
0-1100-421-00-294-001-0- 212	CONST. PCT. 4. - LIFE INSURANCE	$118.95
0-1100-421-00-294-001-0- 220	CONST. PCT. 4. - FICA	$10,611.07
0-1100-421-00-294-001-0- 230	CONST. PCT. 4. - RETIREMENT	$13,204.88
0-1100-421-00-294-001-0- 250	CONST. PCT. 4. - UNEMPLOYMENT COMP	$693.53
0-1100-421-00-294-001-0- 260	CONST. PCT. 4. - WORKER'S COMP	
	2010 Budgetary Impact	$181,682.32

2011 Budgetary Impact: $190,450.43

Possible Funding Sources: Available funds pending interdept transfer-in from Constable Pct. 4 Parking Lot Security (294-007)

Budget Office Recommendation:

Old

HIDALGO COUNTY
CONSTABLE'S OFFICE

Job Title: **Chief Deputy Constable** Step III **FLSA Status:** **Exempt**

Dept. Code: 291-295 **Civil Service Status:** **Exempt**

SUMMARY:
Responsible for the supervision and operation of the Constable's office and serves as acting Constable in the absence of the Constable. Responsible for the supervision of all deputy and reserve constables. Oversees that civil and criminal papers are executed and that required statistics are kept and reports prepared.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Represent the Constable's office with the public, including public officials and private citizens;
- Meet with Deputy Constables regularly. Informs Deputy Constables of any procedural or statutory changes and brings other matters to their attention as needed;
- May deliver and execute process papers, including criminal warrants, subpoenas, various court orders, temporary restraining orders, writs, peace bonds and mental and alcohol commitments;
- May serve a variety of judicial processes and notices. Responsible for property seized under such actions;
- Assure that Deputy Constables are available for special assignments as required;
- Responds to inquiries and complaints and assists deputies in resolving problem cases;
- Maintains management records, compiles data and prepares reports;
- Maintains and monitors computerized activity tracking records;
- Orders equipment and supplies;
- Assists in preparing department's annual budget;
- Assumes role of acting Constable in absence of Constable;
- Enforces state and federal laws as required;
- Responsible for the overall direction, coordination, and evaluation of employees;
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws;
- Responsible for interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Regular attendance
- 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 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;
- Associate's Degree (A.A.) or equivalent from a two (2) year college in Criminal Justice is preferred.
- Two (2) years experience in law enforcement to include at least one (1) year of supervisory experience.
- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification from the Texas Commission on Law Enforcement Officer Standards and Education;
- Employee must have a current valid Texas motor vehicle operator's license;
- Must be able to be insured by the County's insurance carrier;
- Clean driving record
- May be required to complete a minimum of forty (40) hours of classroom training per year.
- May be required to post a bond or security.

OTHER SKILLS AND ABILITIES:

- Thorough knowledge of criminal and civil laws, departmental law enforcement procedures and laws governing the custody of persons;
- Ability to analyze situations and quickly take effective and reasonable action;
- Ability to handle stressful situations and to deal effectively with irrational persons;
- Ability to communicate effectively both orally and in writing;
- Ability to train, supervise and motivate employees;
- Ability to maintain effective working relationships with other law enforcement officials, other county employees and the general public;
- Familiarity with city and county roads, and ability to read maps;
- Ability to operate a computer using standard word processing, data inquiry or spreadsheet software programs;
- May be required to know bookkeeping practices and fiscal management;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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 regularly 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, kneel, crouch, or crawl.

The employee must occasionally lift and/or move over (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.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives and is occasionally exposed to toxic or caustic chemicals. The employee is exposed to explosive hazards while searching buildings during bomb threats and working around firearms. The employee is exposed to radiation hazards while working in the sun. The employee is exposed to toxic fumes/chemical hazards while working at a hazardous spill scene or fire. The employee might possibly be exposed to AIDS or Hepatitis by association with an infected suspect.

The noise level in the work environment is usually moderate to 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 a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

New

HIDALGO COUNTY
CONSTABLE'S OFFICE

Job Title:	**Deputy Constable**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**291-295**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a must;
- Ability t 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 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.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.

- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Employee must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

OTHER SKILLS AND ABILITIES:

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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, kneel, crouch, or crawl.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color 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 encounter while performing the essential functions of this job.

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing

the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to 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.
- Maintaining confidentiality.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-294-007-0

AI - 19681

CONSTABLE PCT. 4 - PARKING LOT SECURITY

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SENIOR DEPUTY CONSTABLE STEP III - PEAC	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00	46,457.00
0002	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
0003	113	SENIOR DEPUTY CONSTABLE STEP I - PEACE	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
0004	113	CHIEF SECURITY/CHIEF DEPUTY CONSTABLE	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	SENIOR DEPUTY CONSTABLE STEP I - BIKE P	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
			219,432.00	0.00	0.00		0.00	0.00	219,432.00	170,177.00	480.00	0.00	1,200.00	0.00	0.00	171,857.00

Approval to consolidate Constable Pct. 4 Parking Lot Security (294-007) to Constable Pct. 4 (294-001) which will include the above positions and employee transfers, effective next full pay period (02/15/10):

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-294-001-0

AI - 19681

CONSTABLE PCT. 4

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	68,190.00	0.00	0.00	0	0.00	0.00	68,190.00	68,190.00	0.00	0.00	3,300.00	8,000.00	0.00	79,490.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	0.00	0.00	3,300.00	0.00	0.00	49,280.00
0003	113	SENIOR DEPUTY CONSTABLE STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0004	113	SENIOR DEPUTY CONSTABLE STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	0.00	0.00	0.00	0.00	0.00	43,263.00
0005	113	SENIOR DEPUTY CONSTABLE STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0006	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,800.00	0.00	0.00	43,600.00
0007	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0008	113	SECRETARY	26,090.00	0.00	0.00	0	0.00	0.00	26,090.00	26,090.00	0.00	0.00	0.00	0.00	0.00	26,090.00
0009	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0010	113	SENIOR DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0011	113	DEPUTY CONSTABLE	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	0.00	0.00	1,800.00	0.00	0.00	38,280.00
		CREATE & TRANSFER-IN POSITION: ↓														
0012	113	SENIOR DEPUTY CONSTABLE STEP III - PEACE OFFICER	0.00	44,777.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00	46,457.00
		CREATE & TRANSFER-IN POSITION: ↓														
0013	113	SENIOR DEPUTY CONSTABLE STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
		CREATE & TRANSFER-IN POSITION: ↓														
0014	113	SENIOR DEPUTY CONSTABLE STEP I - PEACE OFFICER BP	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
		DELETE THE FOLLOWING: ↓														
~~0015~~	~~113~~	~~CHIEF SECURITY/CHIEF DEPUTY CONSTABLE STEP III~~	~~0.00~~	~~49,255.00~~	~~49,255.00~~	~~0~~	~~0.00~~	~~0.00~~	~~49,255.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
		CREATE & TRANSFER-IN POSITION: ↓														
0016	113	SENIOR DEPUTY CONSTABLE STEP I - BIKE PATROL	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00	41,800.00
		PROPOSED POSITION: ↓														
0017	113	DEPUTY CONSTABLE	0.00	36,480.00	36,480.00	0	0.00	0.00	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			469,106.00	0.00	0.00		0.00	0.00	469,106.00	469,106.00	1,440.00	0.00	11,400.00	8,000.00	0.00	489,946.00

1. Approval to consolidate Constable Pct. 4 Parking Lot Security (294-007) to Constable Pct. 4 (294-001) which will include the above positions and employee transfers, effective next full pay period (02/15/10):

2. Approval to delete one (1) vacant regular full-time Chief Security/Chief Deputy Constable Step III position, slot no. 0015, budgeted salary $49,255.00.

3. Approval to create one (1) regular full-time entry level Deputy Constable position, slot no. 0017, budgeted salary $36,480.00 each, as per the Grade & Step Pay Plan.

All positions pending CC approval.

DATE: January 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 4

ACCOUNT NUMBER: 0-1100-421-00-294-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-421-00-294-007-0-	113	CONST PCT4-PK LOT SEC -	REG F/T EMPLOYEES	(177,234.00)
0-1100-421-00-294-007-0-	115	CONST PCT4-PK LOT SEC -	LONGEVITY PAY	(387.00)
0-1100-421-00-294-007-0-	117	CONST PCT4-PK LOT SEC -	SUPPLEMENTAL PAY	(969.00)
0-1100-421-00-294-007-0-	211	CONST PCT4-PK LOT SEC -	HEALTH INS.	(10,715.00)
0-1100-421-00-294-007-0-	212	CONST PCT4-PK LOT SEC -	LIFE INS.	(112.00)
0-1100-421-00-294-007-0-	220	CONST PCT4-PK LOT SEC -	FICA	(13,662.00)
0-1100-421-00-294-007-0-	230	CONST PCT4-PK LOT SEC -	RETIREMENT	(17,001.00)
0-1100-421-00-294-007-0-	250	CONST PCT4-PK LOT SEC -	UNEMPLOYMENT	(926.00)
0-1100-421-00-294-007-0-	331	CONST PCT4-PK LOT SEC -	PHYSICIAN SERVICES	(500.00)
0-1100-421-00-294-007-0-	346	CONST PCT4-PK LOT SEC -	HAULING & FREIGHT	(100.00)
0-1100-421-00-294-007-0-	432	CONST PCT4-PK LOT SEC -	EQUIPMENT & VEHICLE R&M SVC	(851.00)
0-1100-421-00-294-007-0-	529	CONST PCT4-PK LOT SEC -	SURETY & NOTARY	(400.00)
0-1100-421-00-294-007-0-	532	CONST PCT4-PK LOT SEC -	WIRELESS DEVICES	(2,150.00)
0-1100-421-00-294-007-0-	535	CONST PCT4-PK LOT SEC -	POSTAGE	(200.00)
0-1100-421-00-294-007-0-	550	CONST PCT4-PK LOT SEC -	PRINTING & BINDING	(825.00)
0-1100-421-00-294-007-0-	583	CONST PCT4-PK LOT SEC -	TRAVEL OUT OF COUNTY	(1,500.00)
0-1100-421-00-294-007-0-	584	CONST PCT4-PK LOT SEC -	REGISTRATION FEES	(1,250.00)
0-1100-421-00-294-007-0-	601	CONST PCT4-PK LOT SEC -	OFFICE & COMP SUPPLIES	(444.00)
0-1100-421-00-294-007-0-	603	CONST PCT4-PK LOT SEC -	EDUCATION/ INSTRUCT.	(300.00)
0-1100-421-00-294-007-0-	605	CONST PCT4-PK LOT SEC -	CLOTHING & UNIFORM	(5,500.00)
0-1100-421-00-294-007-0-	611	CONST PCT4-PK LOT SEC -	POLICE SUPPLIES	(8,400.00)
0-1100-421-00-294-007-0-	626	CONST PCT4-PK LOT SEC -	GASOLINE/ DIESEL	(8,250.00)
0-1100-421-00-294-007-0-	672	CONST PCT4-PK LOT SEC -	EQ & VEH R&M SUPPLIES	(3,100.00)
TO				
0-1100-421-00-294-001-0-	113	CONSTABLE PCT. 4 -	REG F/T EMPLOYEES	177,234.00
0-1100-421-00-294-001-0-	115	CONSTABLE PCT. 4 -	LONGEVITY PAY	387.00
0-1100-421-00-294-001-0-	117	CONSTABLE PCT. 4 -	SUPPLEMENTAL PAY	969.00
0-1100-421-00-294-001-0-	211	CONSTABLE PCT. 4 -	HEALTH INS.	10,715.00
0-1100-421-00-294-001-0-	212	CONSTABLE PCT. 4 -	LIFE INS.	112.00
0-1100-421-00-294-001-0-	220	CONSTABLE PCT. 4 -	FICA	13,662.00
0-1100-421-00-294-001-0-	230	CONSTABLE PCT. 4 -	RETIREMENT	17,001.00
0-1100-421-00-294-001-0-	250	CONSTABLE PCT. 4 -	UNEMPLOYMENT	926.00
0-1100-421-00-294-001-0-	331	CONSTABLE PCT. 4 -	PHYSICIAN SERVICES	500.00
0-1100-421-00-294-001-0-	346	CONSTABLE PCT. 4 -	HAULING & FREIGHT	100.00
0-1100-421-00-294-001-0-	432	CONSTABLE PCT. 4 -	EQUIPMENT & VEHICLE R&M SVC	851.00
0-1100-421-00-294-001-0-	529	CONSTABLE PCT. 4 -	SURETY & NOTARY	400.00
0-1100-421-00-294-001-0-	532	CONSTABLE PCT. 4 -	WIRELESS DEVICES	2,150.00
0-1100-421-00-294-001-0-	535	CONSTABLE PCT. 4 -	POSTAGE	200.00
0-1100-421-00-294-001-0-	550	CONSTABLE PCT. 4 -	PRINTING & BINDING	825.00
0-1100-421-00-294-001-0-	583	CONSTABLE PCT. 4 -	TRAVEL OUT OF COUNTY	1,500.00
0-1100-421-00-294-001-0-	584	CONSTABLE PCT. 4 -	REGISTRATION FEES	1,250.00
0-1100-421-00-294-001-0-	601	CONSTABLE PCT. 4 -	OFFICE & COMP SUPPLIES	444.00
0-1100-421-00-294-001-0-	603	CONSTABLE PCT. 4 -	EDUCATION/ INSTRUCT.	300.00
0-1100-421-00-294-001-0-	605	CONSTABLE PCT. 4 -	CLOTHING & UNIFORM	5,500.00
0-1100-421-00-294-001-0-	611	CONSTABLE PCT. 4 -	POLICE SUPPLIES	8,400.00
0-1100-421-00-294-001-0-	626	CONSTABLE PCT. 4 -	GASOLINE/ DIESEL	8,250.00
0-1100-421-00-294-001-0-	672	CONSTABLE PCT. 4 -	EQ & VEH R&M SUPPLIES	3,100.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer from program 007 to program 001 within the Constable Pct. 4 Dept, as part of the Budget consolidation. Any remaining balances thereafter will be transferred at a later date.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-19726 **23.D.3.**

DBM Workers' Comp & HR - Delete, Creation, and transfer of employee from one dept. to the other

CC REGULAR

Date:	02/02/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

a. Human Resources (1100):
1. Approval to create one (1) regular full-time Human Resource Specialist III position, slot no. 0011, and set salary and supplemental pay at $38,850.00 and $4,200.00 respectively.
2. Approval to transfer (lateral transfer) employee no. 166499 (from DBM - Workers' Comp.) to slot no. 0011, effective next full pay period (02/15/10).
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

b. DBM Workers' Compensation (1100):
1. Approval to delete one (1) regular full-time Risk Management Specialist position, slot no. 0014, budgeted salary and supplemental pay at $38,850.00 and $4,200.00 respectively.
2. Approval of 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?:** N

BUDGETARY IMPACT:

Funds available for the proposed position and fringe benefits, pending interdepartmental transfer.

Attachments

Link: BACKUP

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Sylvia Solis	Sylvia Solis	01/29/2010 04:59 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 04:59 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:04 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Sylvia Solis Started On: 01/29/2010 04:02 PM

Final Approval Date: 01/29/2010

Delete

HIDALGO COUNTY

Department of Budget & Management

Job Title: Risk Management Specialist

FLSA Status: Non-Exempt

Dept No: 115

Civil Service Status: Non- Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Employee Benefits Division Director or other assigned supervisor, assists in workers' compensation claims accident/incident investigations and in the preparation of accident/incident reports for the Workers' Compensation Program. Work involves receiving workers' comp. claim reports and assisting in the investigation of each accident/incident. Investigations involve interviewing the claimant, witnesses, and other individuals, as well as studying the incident location to determine root cause or causes. Compiles pertinent data from the investigation and prepares detailed reports. Reviews and analyzes accident/incident reports to assist in the development of trend information for identifying problem areas. The specialist assists in the development of corrective action recommendations to prevent future accidents. The incumbent works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED:

1. Investigates or assists assigned investigators on in-house accident/incident investigations;
2. Travels to accident/incident location to interview claimants, witnesses, and others;
3. Secure witnesses and injured workers statements;
4. Study and inspect the incident location to determine contributing factors to accidents/incidents;
5. Analyze the accident/incident to determine what events could have been removed or altered to prevent the accident/incident;
6. Prepares reports on workers comp related accidents, damages or loss claims;
7. Reviews files, reports, and accident/incident data to determine trends and to assist in the development of corrective action recommendations;
8. Performs other related duties as assigned.

GENERAL QUALIFICATIONS GUIDELINES:

EDUCATION and/or EXPERIENCE:

1. Baccalaureate degree (4 year degree) from an accredited college or university, with major course work in business management, public administration, or other business related field.

CERTIFICATES, LICENSES, REGISTRATIONS:

1. Valid and current Class "C" Texas driver's license, with the ability to be insured by the Hidalgo County insurance carrier.

OTHER KNOWLEDGE, SKILLS, AND ABILITIES:

1. Knowledge of federal, state, and local safety regulations.
2. Knowledge of accident prevention principles, practices, and procedures.
3. Ability to communicate clearly and effectively, both verbally and in writing,
4. Ability to develop clear and concise written reports with skill in operating a personal computer and utilizing Microsoft Word, Excel, PowerPoint, and Access.
5. English and Spanish usage, spelling, grammar, and punctuation.

PHYSICAL DEMANDS:

Physical demands include occasional lifting/carrying up to fifty (50) pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Incumbent is subject to sitting, standing, reaching, and walking, twisting and kneeling to perform the essential functions. Working conditions are inside an office environment with regular visits to outdoor sites.

WORK ENVIRONMENT:

The noise level of the work environment is usually moderate. The work environment is normally lit and usually will not expose the worker to high levels. The work environment is travel each

day to both office and road sites. Incumbent must occasionally work evening, weekend, or holiday hours. Applicant may be required to pass a physical examination.

SAFETY REQUIREMENTS:

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

1. Sitting for extended periods of time;
2. Standing for extended periods of time
3. Traveling from job site to job site
4. Operating assigned equipment.

Maintain mental capacity, which permits:

1. Making sound decisions and using good judgment;
2. Handling financial affairs effectively and honestly;
3. Maintaining confidentiality;
4. Demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

1. Working closely with others;
2. Working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others;

ACCIDENT PREVENTION PROGRAM:

Employees are required to follow all County and 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: 19726

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 02, 2010

Summary of request/proposal:
DBM- Workers' Comp Division is requesting approval to delete one (1) regular full-time Risk Management Specialist position, slot no. 0014, budgeted salary and supplemental pay at $38,850.00 and $4,200.00 respectively.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
2202	RISK MANAGEMENT SPECIALIST	0014	113	38,850.00	0.00	(38,850.00)
		0014	117	4,200.00	0.00	(4,200.00)
				43,050.00	0.00	(43,050.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-2202-419-50-115-065-0- 113	DBM WORKERS COMP - REG F/T EMPLOYEES	($34,235.63)
0-2202-419-50-115-065-0- 117	DBM WORKERS COMP - SUPPLEMENTAL PAY	($3,701.15)
0-2202-419-50-115-065-0- 211	DBM WORKERS COMP - HEALTH INSURANCE	($3,669.43)
0-2202-419-50-115-065-0- 212	DBM WORKERS COMP - LIFE INSURANCE	($23.79)
0-2202-419-50-115-065-0- 220	DBM WORKERS COMP - FICA	($2,902.16)
0-2202-419-50-115-065-0- 230	DBM WORKERS COMP - RETIREMENT	($3,611.58)
0-2202-419-50-115-065-0- 250	DBM WORKERS COMP - UNEMPLOYMENT COMP	($189.68)
0-2202-419-50-115-065-0- 260	DBM WORKERS COMP - WORKER'S COMP	$0.00
	2010 Budgetary Impact	**($48,333.42)**

2011 Budgetary Impact: ($46,644.65)

Possible Funding Sources: Within Fund 2202 Budget

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-2202-419-50-115-065-0-

AI - 19726

DBM Workers Comp

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0008	113	CLAIMS INVESTIGATOR II	46,045.65	0.00	0.00	0	0.00	0.00	46,045.65	46,046.00	360.00	0.00	0.00	0.00	0.00	46,406.00
0009	113	W/C SPECIALIST II	38,220.00	4,664.00	42,884.00	0	0.00	0.00	42,884.00	42,884.00	840.00	0.00	0.00	0.00	0.00	43,724.00
0010	113	W/C CLERK II	33,092.85	0.00	0.00	0	0.00	0.00	33,092.85	33,093.00	360.00	0.00	0.00	0.00	0.00	33,453.00
0011	113	W/C CLERK II	33,092.85	0.00	0.00	0	0.00	0.00	33,092.85	33,093.00	540.00	0.00	0.00	0.00	0.00	33,633.00
		DELETE THE FOLLOWING POSITION: ↓														
~~0014~~	~~113~~	~~RISK MANAGEMENT SPECIALIST~~	~~38,850.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~38,850.00~~	~~38,850.00~~	~~0.00~~	~~0.00~~	~~4,200.00~~	~~0.00~~	~~0.00~~	~~43,050.00~~
			189,301.35	4,664.00	42,884.00		0.00	0.00	193,965.35	193,966.00	2,100.00	0.00	4,200.00	0.00	0.00	200,266.00

Approval to delete one (1) regular full-time Risk Management Specialist position, slot no. 0014, budgeted salary and supplemental pay at $38,850.00 and $4,200.00 respectively.

create

HUMAN RESOURCES SPECIALIST III

GRADE: 10

GENERAL DESCRIPTION

Performs complex (journey-level) human resources management work. Work involves administering a human resources management program and ensuring compliance with state and federal laws and regulations; May train others; May supervise the work of others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates the recruitment of applicants and makes recommendations for selection

Coordinates human resources activities

Completes human resources-related surveys and questionnaires

Compiles and analyzes wage data

Prepares and maintains various human resources correspondence and reports

Provides advice and assistance on classification, recruitment, retention, compensation, benefits, leave provisions, employee relations, and salary administration matters

Counsels' staff on issues, rules, and regulations related to human resources management

Makes recommendations for changes to the Classification Plan, including additions, deletions, new classes, title changes, and reallocations

Conducts audits of human resources activities to ensure compliance with policies and procedures

Conducts workforce analyses and executes workforce plans and recruitment and retention strategies

Communicates and disseminates human resources policies and procedures

Assists in planning, developing, revising, and implementing human resources policies and procedures

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) Years of Experience in human resources management work. Graduation from an accredited four-year college or university with major course work in human resources management, business or public administration, or a related field is generally preferred. Experience and education may be substituted for one another.

Certificates, Licenses, Registrations

- Must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management; of compensation principles and practices; of job evaluation methods; and of federal, state, and local laws, statutes, and regulations

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, and to explain policies and procedures to staff and the public, to train others, and to supervise the work of others

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finder, 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 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 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
- standing 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's 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: 19726

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 02, 2010

Summary of request/proposal:
HR Dept. is requesting approval to create one (1) regular full-time Human Resource Specialist III position, slot no. 0011, and set salary and supplemental pay at $38,850.00 and $4,200.00 respectively; and approval to transfer (lateral transfer) employee no. 166499 (from DBM - Workers' Comp.) to slot no. 0011, effective next full pay period (02/15/10).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	HUMAN RESOURCE SPECIALIST III	0011	113	0.00	38,850.00	38,850.00
		0011	117	0.00	4,200.00	4,200.00
				0.00	43,050.00	43,050.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-50-190-002-0- 113	HUMAN RESOURCES - REG F/T EMPLOYEES	$34,235.63
0-1100-415-50-190-002-0- 117	HUMAN RESOURCES - SUPPLEMENTAL PAY	$3,701.15
0-1100-415-50-190-002-0- 211	HUMAN RESOURCES - HEALTH INSURANCE	$3,669.43
0-1100-415-50-190-002-0- 212	HUMAN RESOURCES - LIFE INSURANCE	$23.79
0-1100-415-50-190-002-0- 220	HUMAN RESOURCES - FICA	$2,902.16
0-1100-415-50-190-002-0- 230	HUMAN RESOURCES - RETIREMENT	$3,611.58
0-1100-415-50-190-002-0- 250	HUMAN RESOURCES - UNEMPLOYMENT COMP	$189.68
0-1100-415-50-190-002-0- 260	HUMAN RESOURCES - WORKER'S COMP	$0.00
	2010 Budgetary Impact	**$48,333.42**

2011 Budgetary Impact: $55,058.89

Possible Funding Sources: Co. Wide Contingency

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-50-190-002-0

AI - 19726

HUMAN RESOURCES

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	HUMAN RESOURCES DIRECTOR/CIVIL	85,504.00	0.00	0.00	0	0.00	8,000.00	93,504.00	93,504.00	900.00	0.00	0.00	0.00	0.00	94,404.00
0002	113	CHIEF ADMINISTRATOR	57,750.00	0.00	0.00	0	0.00	0.00	57,750.00	57,750.00	840.00	0.00	0.00	3,500.00	0.00	62,090.00
0003	113	EXECUTIVE ASSISTANT	49,140.00	0.00	0.00	0	0.00	0.00	49,140.00	49,140.00	360.00	0.00	0.00	0.00	0.00	49,500.00
0004	113	SPECIAL PROJECTS COORDINATOR	39,940.00	0.00	0.00	0	0.00	0.00	39,940.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HUMAN RESOURCES SPECIALIST II	38,220.00	0.00	0.00	0	0.00	0.00	38,220.00	38,220.00	360.00	0.00	0.00	0.00	0.00	38,580.00
0006	113	HUMAN RESOURCES SPECIALIST	32,760.00	0.00	0.00	0	0.00	0.00	32,760.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
0007	113	HUMAN RESOURCES SPECIALIST	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0008	113	ADMINISTRATIVE AIDE	24,392.00	0.00	0.00	0	0.00	0.00	24,392.00	24,392.00	0.00	0.00	0.00	0.00	0.00	24,392.00
0009	113	ADMINISTRATIVE AIDE	24,392.00	0.00	0.00	0	0.00	0.00	24,392.00	20,640.00	0.00	0.00	0.00	0.00	0.00	20,640.00
0010	113	ADMINISTRATIVE AIDE I	22,000.00	0.00	0.00	0	0.00	0.00	22,000.00	20,640.00	0.00	0.00	0.00	0.00	0.00	20,640.00
		PROPOSED POSITION: ↓														
0011	**113**	**HUMAN RESOURCE SPECIALIST III**	**0.00**	**38,850.00**	**38,850.00**	**0**	**0.00**	**0.00**	**38,880.00**	**0.00**	**0.00**	**0.00**	**4,200.00**	**0.00**	**0.00**	**0.00**
			402,098.00	38,850.00	38,850.00		0.00	8,000.00	448,978.00	365,046.00	2,460.00	0.00	4,200.00	3,500.00	0.00	371,006.00

Approval to create one (1) regular full-time Human Resource Specialist III position, slot no. 0011, and set salary and supplemental pay at $38,850.00 and $4,200.00 respectively; and approval to transfer (lateral transfer) employee no. 166499 (from DBM - Workers' Comp.) to slot no. 0011, effective next full pay period (02/15/10).

DATE: February 1, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Human Resources

ACCOUNT NUMBER: 0-1100-415-X0-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(48,333.42)
TO			
0-1100-415-50-190-002-0- 113	HUMAN RESOURCES -	REG F/T EMPLOYEES	34,235.63
0-1100-415-50-190-002-0- 117	HUMAN RESOURCES -	SUPPLEMENTAL PAY	3,701.15
0-1100-415-50-190-002-0- 211	HUMAN RESOURCES -	HEALTH INSURANCE	3,669.43
0-1100-415-50-190-002-0- 212	HUMAN RESOURCES -	LIFE INSURANCE	23.79
0-1100-415-50-190-002-0- 220	HUMAN RESOURCES -	FICA	2,902.16
0-1100-415-50-190-002-0- 230	HUMAN RESOURCES -	RETIREMENT	3,611.58
0-1100-415-50-190-002-0- 250	HUMAN RESOURCES -	UNEMPLOYMENT COMP	189.68
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the salary, supplemental pay, and related fringe benefits for Risk Management Specialist position, slot no. 0014.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DBM Workers' Comp (115-065) DATE: 01/29/10

CURRENT POSITION TITLE: Risk Management Specialist CURRENT SLOT. #: 0014

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION & ALLOWANCES

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

POSITION SALARY REQUEST:

Salary Amount:	$	38,850.00	$	0.00	$	(38,850.00)
Supplemental Pay:	$	4200.00	$	0.00	$	(4,200.00)
		Current Budgeted Salary/ Allowances		Proposed Budgeted Salary/ Allowances		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:

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.	VALDE GUERRA /RS DEPARTMENT HEAD	2/01/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/01/2010 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Resources (190-002) DATE: 01/29/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: Human Resource Specialist III

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	$ 38,850.00	$ 38,850.00
Supplemental Pay:	$ 0.00	$ 4200.00	$ 4200.00
	Current Budgeted Salary/ Allowances	Proposed Budgeted Salary/ Allowances	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 (0-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

TO ADDRESS INCREASE IN WORKLOAD.

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.	VALDE GUERRA /RS DEPARTMENT HEAD	02/01/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/01/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-19701 **23.D.4.**

Position Change- Regular part time to Regular full time work status
CC REGULAR

Date:	02/02/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 - R&B (1204):
a. Approval to change one (1) Custodian position, slot no. 050 from regular part-time status to regular full time work status, budgeted salary $23,030.00 per year, effective next full pay period (02/15/10).
b. Approval of intradepartmental transfer
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Acct balance to be transfered from 114 reg. part-time to 113 reg. full-time. rc
Within dept budget/ Lapsed funding available as of 01/29/10 to cover difference of $4,256.00.

Attachments

Link: Revised Salary Schedule
Link: Job Description
Link: PAR
Link: Intradept. transfer
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/29/2010 03:07 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 03:25 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/29/2010 04:46 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Rosie Cantu Started On: 01/28/2010 04:48 PM

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1204-431-00-124-007-0

AI - 19701

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASSISTANT	64,042.00	20,958.00	85,000.00	0	0.00	0.00	85,000.00	85,000.00	1,680.00	0.00	0.00	0.00	0.00	86,680.00
0002	113	FIELD/OPERATIONS DIRECTOR	48,916.00	0.00	0.00	0	0.00	0.00	48,916.00	48,916.00	612.94	0.00	4,000.00	0.00	0.00	53,529.00
0003	113	SPECIAL/PROJECT COORDINATOR	47,592.00	0.00	0.00	0	0.00	0.00	47,592.00	47,592.00	1,081.70	0.00	3,874.00	0.00	0.00	52,548.00
0004	113	ACCOUNTS PAYABLE CLERK	42,428.00	0.00	0.00	0	0.00	0.00	42,428.00	42,428.00	1,393.00	0.00	2,500.00	0.00	0.00	46,321.00
0005	113	HEAVY EQ OP III	38,205.30	0.00	0.00	0	0.00	0.00	38,205.30	38,205.00	1,560.00	0.00	0.00	0.00	0.00	39,765.00
0006	113	CHIEF ADMINISTRATOR	36,120.00	1,380.00	37,500.00	0	0.00	0.00	37,500.00	37,500.00	780.00	0.00	0.00	0.00	0.00	38,280.00
0007	113	HEAVY EQ OP III	42,588.00	0.00	0.00	0	0.00	0.00	42,588.00	42,588.00	540.00	0.00	0.00	0.00	0.00	43,128.00
0008	113	HEAVY EQ OP III	37,659.30	0.00	0.00	0	0.00	0.00	37,659.30	37,659.00	960.00	0.00	0.00	0.00	0.00	38,619.00
0009	113	MECHANIC III	34,433.00	0.00	0.00	0	0.00	0.00	34,433.00	34,433.00	600.00	0.00	0.00	0.00	0.00	35,033.00
0010	113	HEAVY EQ OP II	32,836.65	0.00	0.00	0	0.00	0.00	32,836.65	32,837.00	1,440.00	0.00	0.00	0.00	0.00	34,277.00
0012	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	660.00	0.00	0.00	0.00	0.00	30,275.00
0014	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	1,020.00	0.00	0.00	0.00	0.00	30,635.00
0015	113	CLERK/RECEPTIONIST	29,242.00	0.00	0.00	0	0.00	0.00	29,242.00	29,242.00	420.00	0.00	1,500.00	0.00	0.00	31,162.00
0016	113	TRUCK DRIVER II	28,812.00	0.00	0.00	0	0.00	0.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	28,771.00	0.00	0.00	0	0.00	0.00	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRVER III	28,529.00	0.00	0.00	0	0.00	0.00	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	28,487.00	0.00	0.00	0	0.00	0.00	28,487.00	28,487.00	540.00	0.00	0.00	0.00	0.00	29,027.00
0020	113	HEAVY EQ OP II	28,398.00	0.00	0.00	0	0.00	0.00	28,398.00	28,398.00	540.00	0.00	0.00	0.00	0.00	28,938.00
0021	113	TRUCK DRVER III	28,320.00	0.00	0.00	0	0.00	0.00	28,320.00	28,320.00	480.00	0.00	0.00	0.00	0.00	28,800.00
0022	113	HEAVY EQ OP II	28,140.00	0.00	0.00	0	0.00	0.00	28,140.00	28,140.00	960.00	0.00	0.00	0.00	0.00	29,100.00
0023	113	HEAVY EQ OP II	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	540.00	0.00	0.00	0.00	0.00	28,246.00
0024	113	HEAVY EQ OP II	30,294.00	0.00	0.00	0	0.00	0.00	30,294.00	30,294.00	300.00	0.00	0.00	0.00	0.00	30,594.00
0025	113	MAINTENANCE III	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	900.00	0.00	0.00	0.00	0.00	28,606.00
0026	113	MECHANIC I	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	TIRE REPAIR	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	27,413.00	0.00	0.00	0	0.00	0.00	27,413.00	27,413.00	1,080.00	0.00	0.00	0.00	0.00	28,493.00
0029	113	HEAVY EQ OP II	26,090.00	0.00	0.00	0	0.00	0.00	26,090.00	26,090.00	420.00	0.00	0.00	0.00	0.00	26,510.00
0030	113	HEAVY EQ OP II	25,647.00	0.00	0.00	0	0.00	0.00	25,647.00	25,647.00	420.00	0.00	0.00	0.00	0.00	26,067.00
0031	113	MAINTENANCE II	25,556.00	0.00	0.00	0	0.00	0.00	25,556.00	25,556.00	540.00	0.00	0.00	0.00	0.00	26,096.00
0032	113	HEAVY EQ OP II	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	540.00	0.00	0.00	0.00	0.00	25,369.00
0034	113	HEAVY EQ OP I	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00

COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1204-431-00-124-007-0

AI - 19701

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0035	113	HEAVY EQ OP II	23,808.00	0.00	0.00	0	0.00	0.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	26,308.00	0.00	0.00	0	0.00	0.00	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	MAINTENANCE II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0043	113	MAINTENANCE I	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQUIPMENT OPERATOR II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	900.00	0.00	0.00	0.00	0.00	26,641.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINTENANCE	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
								PROPOSED ADJUST. $4,256.00	**PROPOSED BUDGETED SALARY $20,030.00**							
0050	~~**114**~~	**CUSTODIAN**	**15,774.15**	**0.00**	**0.00**	**0**	**0.00**	~~**0.00**~~	~~**15,774.15**~~	**15,774.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**15,774.00**
0051	113	HEAVY EQUIPMENT OPERATOR II	27,329.00	0.00	0.00	0	0.00	0.00	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	780.00	0.00	0.00	0.00	0.00	42,780.00
0055	113	ACCOUNTS PAYABLE CLERK	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	840.00	0.00	0.00	0.00	0.00	28,840.00
0056	113	ACCOUNTS PAYABLE CLERK	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0057	113	CHIEF OPERATIONS MANAGER	0.00	85,000.00	85,000.00	0	0.00	0.00	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	1,528,187.40	107,338.00	207,500.00		0.00	4,256.00	1,639,781.40	1,500,474.00	22,527.64	0.00	65,282.00	0.00	0.00	1,588,284.00

Approval to change one (1) Custodian position, slot no. 050 from permanent part-time status to permanent full time work status.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Custodian**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Performs general cleaning including sweeping, mopping, dusting, emptying wastebaskets, and ashtrays.

ESSENTIAL DUTIES AND RESPONSIBILITES:
- Performs general cleaning, including sweeping, mopping, dusting, emptying wastebaskets, ashtrays, etc.
- Cleans walls, windows and light fixtures.
- Pick up trash.
- Regular attendance is a must.
- Ability to work well with others.

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

EDUCATION and/or EXPERIENCE
- High School Diploma or general education degree (GED).
- One year experience.

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Ability to operate vacuum cleaner.
- Ability to operate buffing and stripping machines.
- Ability to follow written verbal instructions.
- Ability to work independently.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

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

The noise level in the work environment is usually moderate;

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

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

Approved 2001

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 4- R&B (124-007) **DATE:** 01/28/10

CURRENT POSITION TITLE: CUSTODIAN **CURRENT SLOT. #:** 050

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Change Part Time to Full Time

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

POSITION SALARY REQUEST:

Salary Amount: $ 15,774.00 (Current Budgeted Salary) $ 20,030.00 (Proposed Budgeted Salary) $ 4,256.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other POSITION TO CHANGE FROM PART-TIME TO FULL-TIME WORK STATUS

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Additional hours required to adequately provide custodial services. Employee is responsible for all custodial duties in two separate Precinct 4 buildings. The new Precinct 4 administrative building consists of 6 large offices, conference room, waiting area, reception area, break room, custodial storage, 2 large office storage rooms and 4 bathrooms. The old Precinct 4 offices, now housing the Drainage Improvement Projects department, consists of 4 large offices, a foreman dispatch office, 2 storage rooms, 1 bathroom and the shop office.

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)

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.	O. L. Barrera Jr. DEPARTMENT HEAD	01/29/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/29/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: January 28, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. No. 4- R&B

ACCOUNT NUMBER: 0-1204-431-00-124-007-0-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
114	REG P/T EMPLOYEES	113	REG F/T EMPLOYEES	13,900.00
			TOTAL	13,900.00

REASON:
Intradepartmental transfer to fund the increase in expenditure in relation to the change in work status for one (1) Custodian position, slot 050 from regular part-time to regular full-time. Allocated hrs to change from $1,560 to 2080 hrs per year. Acct balance to be transfered from 114 reg. part-time to 113 reg. full-time. Only salary object code (113) need be funded.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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, February 02, 2010 **Agenda Item:** 19701

Summary of request/proposal:

The Commissioner Pct No. 4 Office is requesting approval to change one (1) Custodian position, slot no. 050 from regular part-time status to regular full time work status.

Fund	Current Position/ Title	Proposed Position/ Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1204	CUSTODIAN	-	0050	114	$15,774.00	$0.00	($15,774.00)
1204	CUSTODIAN	-	0050	113	$0.00	$20,030.00	$20,030.00
				TOTAL:	$15,774.00	$20,030.00	$4,256.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1204-431-00-124-007-0-	113	PCT.4 P/U RD-	REG F/T EMPLOYEES	$3,750.50
0-1204-431-00-124-007-0-	211	PCT.4 P/U RD-	HEALTH INSURANCE	$0.00
0-1204-431-00-124-007-0-	212	PCT.4 P/U RD-	LIFE INSURANCE	$0.00
0-1204-431-00-124-007-0-	220	PCT.4 P/U RD-	FICA	$286.91
0-1204-431-00-124-007-0-	230	PCT.4 P/U RD-	RETIREMENT	$357.05
0-1204-431-00-124-007-0-	250	PCT.4 P/U RD-	UNEMPLOYMENT COMP	$18.75
0-1204-431-00-124-007-0-	260	PCT.4 P/U RD-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$4,413.21

2011 Budgetary Impact: $5,008.03

Possible Funding Sources:

WITHIN DEPT BUDGET/ LAPSED FUNDING (FUND 1204 R&B)

Budget Office Recommendation: POSITION TO BE CHANGED FROM PART-TIME TO FULL TIME WORK STATUS. RATE OF PAY FOR CURRENT EMPLOYEE WIIL BE DECREASED AND WORK HRS WILL BE INCREASED.

Hidalgo Co. Budget Office
2/3/2005

AI-19679 **24.A.4.**

Revised Vendors List-Exemption for County Vehicle & Equipment Repairs Only

CC REGULAR

Date:	02/02/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)-"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs";

B. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2010;

C. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each user department would need to address the budgetary funding for said expenditures.
Purchases on an as needed basis, no funding required at this time.

Attachments

Link: Revised "Exhibit A"

Link: Revised Vendors Parts List

Link: Revised Vendors Repair List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2010 03:56 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 04:01 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:15 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Matilde Faz Started On: 01/28/2010 08:40 AM

Final Approval Date: 01/29/2010

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	**Custodial Supplies & Equipment**	**291-08**
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Apothecus Pharmaceutical Corp.		
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	**Hospitals Sundries (Disposables) including syringes**	**475-A1**
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment **Telecommunication Contract for Wireless Voice & Data/Cellular Services** Networking Services	233 **597** 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236 235 838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
SHI Government Solutions	Purchase or Various Software	1009
		612
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-71I030
Arrow Magnolia International, LP	**Cleaning Supplies**	**7-73050**
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020

Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05

Hidalgo County
Vehicle and Equipment Parts (County Owned)
Vendor List

Vendor ID#	Company Name	Address	City	State	Zip Code
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. U.S. Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment, Inc.	1012 E. Ferguson (FM 495)	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577
33871	**Seiver Implement Co, Inc.**	**P.O. Box 699**	**Donna**	TX	78537

***Denotes: New Vendor added for approval**

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID#	Company Name	Address	City	State	Zip Code
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. U.S. Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment, Inc.	1012 E. Ferguson (FM 495)	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577
33871	**Seiver Implement Co, Inc.**	**P.O. Box 699**	**Donna**	**TX**	**78537**
164755	**Mares Windshield/Glass**	**505 E. Schunior St**	**Edinburg**	**TX**	**78541**

***Denotes: New Vendor added for approval**

AI-19669 **24.A.5.**

Hidalgo County Old Administration Building -Asbestos Abatement with the option of Bat Guano Removal -Bid Award and Approval of Contract

CC REGULAR

Date:	02/02/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"-Bid No. 2009-071D-11-04-MSS.

BACKGROUND

Award Recommendation for:
Planet Air Solutions ($2,500.00) for Bat Guano Removal (Phase 1-Assessment).
R.L. Abatement ($39,800.00) for Asbestos Abatement Services.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Old Administration Building Renovations
Available funding pending funding roll-over. rc

Attachments

Link: Award Recommendation

Link: Tabulation

Link: Asbestos Abatement

Link: Bat Guano Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:57 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:04 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Moises Salazar Started On: 01/27/2010 04:35 PM

Moises Salazar

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Wednesday, December 09, 2009 2:02 PM
To: 'Moises Salazar'
Subject: RE: Bids received: "Hidalgo County Asbestos Abatement Services with an option for Bat
Guano removal"

9 December 2009

Dear Mr. Salazar,

Forgive for the delay, I've been without my laptop for a few days. Thanks for clarifying. Since we can award each part
separately, it's in our best interest to award Planet Air the Guano assessment for $2,500 and R.L. the Asbestos
Abatement for $39,800.

Thank you,

Rick Sunday, Infrastructure Systems Mgr.
Hidalgo Co. Facilities Mgt. Dept.
Ofc 956-289-7858, Cell 956-457-6116
richard.sunday@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: November 4, 2009
EXTENDED DATE: November 13, 2009

OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ASBESTOS ABATEMENT SERVICES WITH AN OPTION FOR BAT GUANO REMOVAL FOR HIDALGO COUNTY ADMINISTRATION BUILDING"

BID NO: 2009-071D-11-04-MSS

No.	NAME OF COMPANY	ASBESTOS ABATEMENT	BAT GUANO REMOVAL – PHASE I: ASSESSMENT	BID BOND	ADDENDUMS	
					1	2
1.	R. L. ABATEMENT, Inc. WESLACO, TX	$39,800.00	$8,500.00	YES	YES	YES
2.	PLANET AIR SOLUTIONS, LLC MCALLEN, TX	$59,899.79	$2,500.00	YES	YES	YES
3.	MODECOR CORPORATION DALLAS, TX	$84,500.00	NO BID	YES	YES	YES
4.	SISK-ROBB, INC. LEANDER, TX	$59,000.00	NO BID	YES	YES	YES
5.						
6.						

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-071D-02-02

THIS CONTRACT is made and entered into this **2nd** day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **R. L. Abatement, Inc.** a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); 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 for **Asbestos Abatement Services** 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 at 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. 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. The company hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $150.00 for each consecutive calendar day thereafter.

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: R. L Abatement, Inc.
Attn: Roberto Valladares, Jr.

P. O. Box 332
Weslaco, TX 78596
(956) 968-2265

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

REQUEST FOR BIDS

FOR:

HIDALGO COUNTY

"Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"

PROJECT No. 2009-071D-11-04-MSS

BID PAGE

DESCRIPTION	PRICE
ASBESTOS ABATEMENT	$ 39,800.00
BAT GUANO REMOVAL	$ 8,500.00
COMBINED PRICED	$ 48,300.00

VENDOR NAME:	R.L . Abatement, Inc.
ADDRESS:	PO Box 332
CITY, STATE, ZIP	Weslaco, Texas 78599
AUTHORIZED SIGNATURE	Roberto Valladares
TITLE	President
TELEPHONE NUMBER	(956) 968-2265
FAX NUMBER	(956) 968-3301
E-MAIL ADDRESS	rlai rlabatement.com

OPENED
11-13-09
Witnessed

Delia Ruiz

EXHIBIT "C"

CERTIFICATE OF INSURANCE

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-071D-02-02

THIS CONTRACT is made and entered into this **2nd** day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Planet Air Solutions, LLC** a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); 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 for **Bat Guano Removal Services Phase I –Assessment** 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 at 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. 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. The company hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $50.00 for each consecutive calendar day thereafter.

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: R. L Abatement, Inc.
Attn: Roberto Valladares, Jr.

P. O. Box 332
Weslaco, TX 78596
(956) 968-2265

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
(Revised per Addendum No. 2)
REQUEST FOR BIDS
FOR:

OPENED
11-13-09

HIDALGO COUNTY

Witnessed

"Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"

PROJECT No. 2009-071D-11-04-MSS

DelwSRd

BID PAGE

DESCRIPTION	PRICE
ASBESTOS ABATEMENT	$ 59,899.79
BAT GUANO REMOVAL **-PHASE 1: ASSESSMENT**	$ 2,500.00
COMBINED PRICED (If applicable)	$ 62,399.79

VENDOR NAME:	Planet Air Solutions, LLC
ADDRESS:	809 Quince Ave. Suite A
CITY, STATE, ZIP	McAllen, Texas 78501
AUTHORIZED SIGNATURE	Erasmo De Leon
TITLE	Project Manager / Owner
TELEPHONE NUMBER	956-668-9669 Cell 361-510-8900
FAX NUMBER	956-668-9671
E-MAIL ADDRESS	erasmo@planetairsolutions.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

AI-19612 **24.A.6.**

J-09- Project (Hidalgo County Project)

CC REGULAR

Date:	02/02/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County's J-09- Project;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services related to and in connection with Hidalgo County's J-09- Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding source(s) for the project will need to be identifed prior to approval of contract. Funding to be approrpriated from fund 1341 drainage issuance upom approval of contract.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/28/2010 03:02 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:05 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	01/29/2010 10:36 AM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Nielda Cavazos

Started On: 01/25/2010 02:02 PM

Final Approval Date: 01/29/2010

HIDALGO COUNTY PRECINCT NO 2
General Engineering Services
For
J -09- Project

Scoring & Evaluation GRID

Engineering Services

Total Scores	L&G Engineering	TEDSI Infrastructure	S&B Infrastructure Group
Scores	97	100	90
RANKING			

*SCORING & EVALUATION COMPLETED BY HCDD#1

AI-19662 **24.A.7.**

Status of Negotiations w/Dannenbaum & ERO for Architectural Services/Co.-owned Bldgs. in Pct. 4

CC REGULAR

Date:	02/02/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Status of attempting to negotiate an AIA format agreements to include Work Authorizations with number one ranked firms of Dannebaum and ERO for the provision of architectural services for county owned buildings/structures that are in need of repairs/renovations/remodeling or additions; therefore, in the alternative,

b. Requesting approval to negotiate "On-Call" (on an as needed basis) Contracts with ERO (for county-owned buildings/structures located in Pcts. 1, 2 & 3) and Dannebaum (for county-owned buildings/structures located in Pct. 4) for the provision of architectural services in connection with necessary/needed repairs/renovations/remodeling or additions on a per project basis through AIA forms of Agreements with selection/designation of the County 's Point of Contact (POC) _____ for said projects.

c. Designation/Selection of the County's Point of Contact (POC) _____ for the approved engineering services contracts in connection with necessary/needed repairs/renovations/remodeling or additions for county-owned buildings/structures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding would need to be identified on a per project basis for these services.

Attachments

Link: Grid-Selected Engineers/Architects

Link: pct. no. 1

Link: pct. no. 2

Link: pct. no. 3

Link: pct. no. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/28/2010 11:36 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 11:49 AM	APRV
4	Ivan Cantu	Ivan Cantu	01/29/2010 01:39 PM	APRV
5	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Marty Salazar

Started On: 01/27/2010 03:46 PM

Final Approval Date: 01/29/2010

SELECTED ENGINEERS
for
BUILDING/STRUCTURES REPAIRS in need of REPAIRS/RENOVATIONS (on an as needed basis)

DEPARTMENT	FIRM	DATE SELECTED FOR NEGOTIATIONS BY CC	DATE AWARDED FINAL CONTRACT BY CC
PCT No.1	DOS LOGISTICS INC.	06/08/2009	07/14/2009
PCT No.2	DOS LOGISTICS INC.	05/19/2009	06/08/2009
PCT No.3	DANNENBAUM	08/18/2009	10/06/2009
PCT No.4	S & B INFRASTRUCTURE	09/01/2009	10/06/2009

SELECTED ARCHITECTS
for
BUILDING/STRUCTURES REPAIRS in need of REPAIRS/RENOVATIONS (on an as needed basis)

DEPARTMENT	FIRM	DATE SELECTED FOR NEGOTIATIONS BY CC	DATE AWARDED FINAL CONTRACT BY CC
PCT No.1	ERO	06/08/2009	PENDING (in the Negotiation Process)
PCT No.2	ERO	06/02/2009	PENDING (in the Negotiation Process)
PCT No.3	ERO	06/02/2009	PENDING (in the Negotiation Process)
PCT No.4	DANNENBAUM	06/08/2009	PENDING (in the Negotiation Process)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ERO International, LLP** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 1** for projects involving remodeling, alterations and repairs to existing structures; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 1** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific Project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period beginning _____, 2010 and ending on _____, 2011, unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect 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 Architect under this Contract. Said indemnity shall cover any act or failure to act by the Architect, 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 Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Architect: ERO International, LLP
Attn: Eli R. Ochoa, P.E., AIA
300 South 8th Street
McAllen, Texas 78501

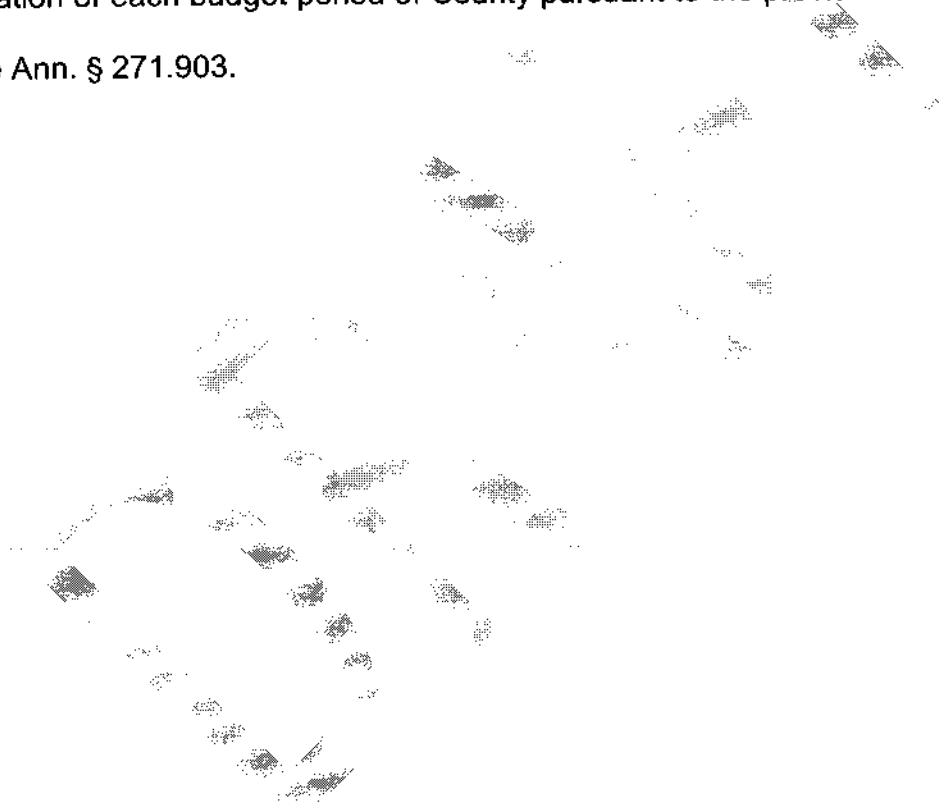
13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County with thirty (30) days 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.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.



WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
ERO International, LLP

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ERO International, LLP** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 2** for projects involving remodeling, alterations and repairs to existing structures; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 2** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific Project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period beginning _____, 2010 and ending on _____, 2011, unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect 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 Architect under this Contract. Said indemnity shall cover any act or failure to act by the Architect, 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 Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Architect: ERO International, LLP
Attn: Eli R. Ochoa, P.E., AIA
300 South 8th Street
McAllen, Texas 78501

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.

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17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
ERO International, LLP

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ERO International, LLP** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 3** for projects involving remodeling, alterations and repairs to existing structures; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 3** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific Project, then the County may seek the services of other architects.

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7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect 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 Architect under this Contract. Said indemnity shall cover any act or failure to act by the Architect, its agents or employees.

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County has no supervision of the performance of the Services provided by Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Architect:	ERO International, LLP Attn: Eli R. Ochoa, P.E., AIA 300 South 8th Street McAllen, Texas 78501

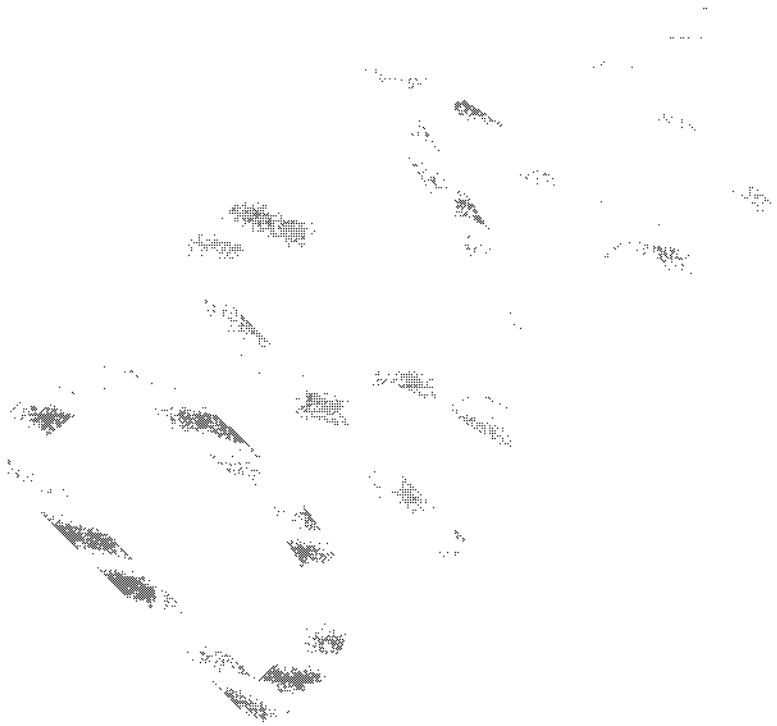
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WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
ERO International, LLP

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Dannenbaum Engineering Company** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 4** for projects involving remodeling, alterations and repairs to existing structures; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

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7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

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If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Architect: Dannenbaum Engineering Company
Attn: Louis H. Jones, Jr., P.E., President
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

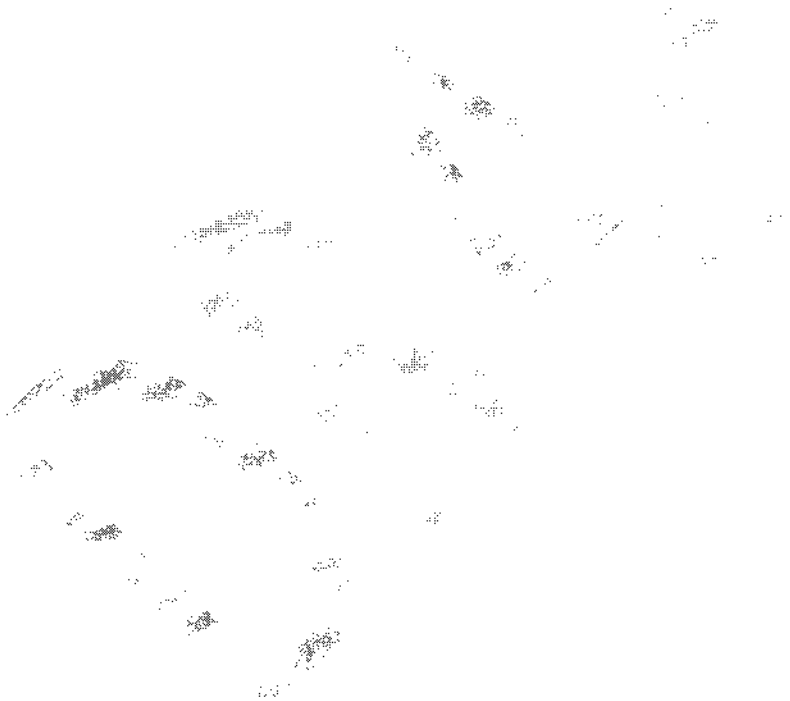
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WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
Dannenbaum Engineering Company

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

AI-19661 **24.A.8.**

Primary Care and Substance Abuse Facility -Site and Utility Improvements -Authority to advertise and approval of Plans/Specifcations.

CC REGULAR

Date:	02/02/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise with approval of plans and specifications developed by project engineer Quintanilla Headly and Associates, Inc. for Hidalgo County -Site and Utility Improvements for New Hidalgo County Primary Care and Substance Abuse Facility. RFB No. 2010-050-02-24-MSS.

BACKGROUND

Proposed time schedule:
-Advertisement:
1st 02/06/10
2nd 02/13/10

Pre-Bid Conference:
02/17/2010

Bid Openings:
02/24/2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Funding account number will be provided by Budget & Management office prior to bid award.

Attachments

Link: SPECS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 10:55 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 11:20 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 11:46 AM	APRV

4	Auditor's Office	01/29/2010 05:25 PM	NEW
Form Started By: Moises Salazar		Started On: 01/27/2010 03:44 PM	
Final Approval Date: 01/29/2010			

Forms of Contract, Proposal and Construction Specifications

for

County of Hidalgo

"Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements"

Bid No. 2010-050-02-24-MSS

County Commissioner's Court

Hon. Rene A. Ramirez .....County Judge
Sylvia Handy..... Commissioner Precinct 1
Hector "Tito" Palacios..... Commissioner Precinct 2
Joe M. Flores..... Commissioner Precinct 3
Oscar L. Garza, Jr.....Commissioner Precinct 4

Prepared By:
Quintanilla, Headley & Associates, Inc.
Registration No. F-1513
Consulting Engineers/Land Surveyors
124 E. Stubbs St., Edinburg, Texas 785[illegible]

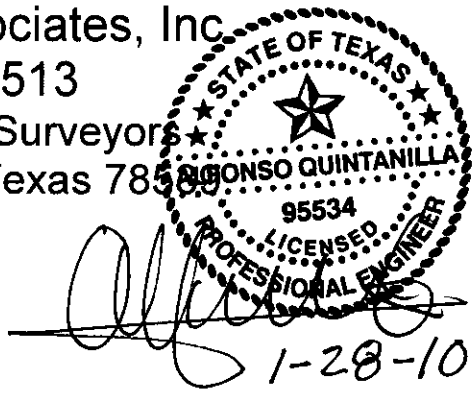


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u. Sidewalks

v. Site Preparation

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x. Trench Excavation Protection

y. Waterline Specifications

z. Water Valves

aa. Striping

bb. Gate Valve

REQUEST FOR BIDS

HIDALGO COUNTY
PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS
BID NO. 2010-050-02-24-MSS

BID OPENING DATE:

FEBRUARY 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 - Administration Building
Edinburg, Texas 78539

Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

Bid #	**Bid Description**	**Opening Date:**
2010-050-02-24-MSS	**Hidalgo County Primary Care and Substance Abuse Facility Site and Utiltiy Improvements**	**February 24, 2010 @ 9:30 a.m.**

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with 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 # 2010-050-02-24-MSS-" Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements " Bids will be accepted until, 9:30 A.M., on Wednesday, February 24, 2010** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Monday February 17, 2010 at 2:00 pm at the office of: Hidalgo County Purchasing Department, 2802 S. Business Highway 281, Edinburg, Texas 78539.

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539. Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of $100.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

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.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 2nd day of February, 2010.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: 2010-050-02-24-MSS**

1. Sealed bids will be received for **"HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS"-** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2010-050-02-24-MSS - HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS" -** and at County's Purchasing Department,with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2010-050-02-24-MSS - HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit 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 PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 24**	**, 2010**
Award of Contract	_____ __	, 2010
Commence Work or Deliver Products	_____	, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

A. 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.

B. 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.

C. . 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
"HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SITE AND UTILITY IMPROVEMENTS""
BID NO.: 2010-050-02-24-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

COUNTY OF HIDALGO

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY

SITE AND UTILITY IMPROVEMENTS

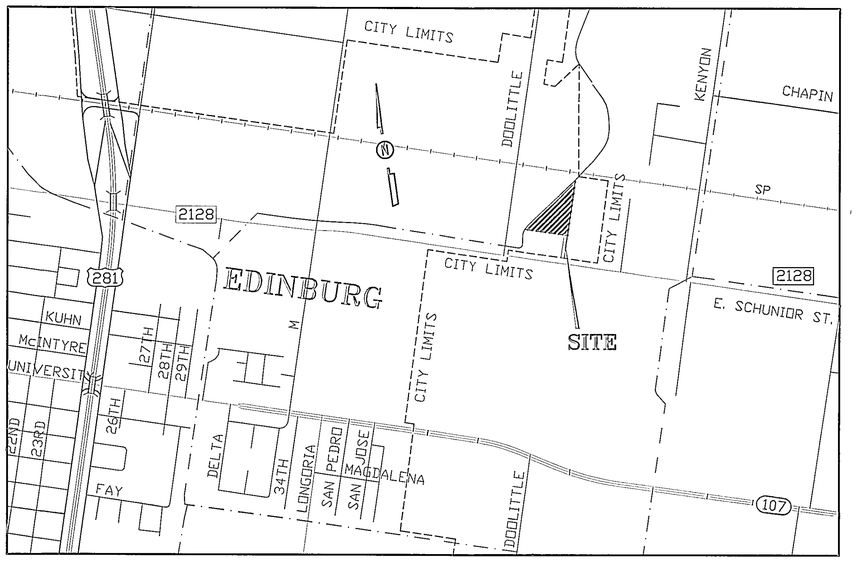
COUNTY COMMISSIONERS COURT

HON. RENE A. RAMIREZ . . . . COUNTY JUDGE
SYLVIA HANDY . . . . . COMMISSIONER PRECINCT NO. 1
HECTOR "TITO" PALACIOS . . . COMMISSIONER PRECINCT NO. 2
JOE M. FLORES . . . . . COMMISSIONER PRECINCT NO. 3
OSCAR L. GARZA JR. COMMISSIONER PRECINCT NO. 4

BID No. 2010-050-02-24-MSS 2010

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2.- EXISTING BOUNDARY SURVEY
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6.- PROPOSED PAVING & DRAINAGE LAYOUT
7.- PROPOSED PLAN & PROFILE
8.- PROPOSED PLAN & PROFILE
9.- PROPOSED PLAN & PROFILE
10.- EROSION CONTROL & POLLUTION PREVENTION
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STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

1-23-10
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

AI-19657 **24.A.9.**

SOQs-Professional Services-Approval of "POOLS"/Lists for 2010
CC REGULAR

Date:	02/02/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of “Pool” (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for engagement through the established statutory and local protocal (i.e.-nomination by users, ranking by cc, negotiation of an agreement, etc.) on an “As Needed Basis” per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County’s Request for Qualifications packet for the following listed Professional Services:

1. “Engineering Services” - (RFQ No. 2010-011-01-13-MSS)
2. “Architectural Services” - (RFQ No. 2010-015-01-13-MEG)
3. “Construction Materials Testing Services” - (RFQ No. 2010-014-01-13-YZV)
4. “Real Estate Appraisers” – (RFQ No. 2010-012-01-13-OTM)
5. “Surveyor Services” – (RFQ No. 2010-012A-01-13-OTM)

with the efffective date of said "pools" February 9, 2010;
and, if desired and/or recommended by CC;

b. Authority to re-advertise any of the above captioned professional services for the purpose of expansion of said "pools".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Any services engaged through the professional services pool will need to funded at the time of contract approval.

Attachments

Link: APPRAISERS ACCEPTANCE SHEET

Link: APPRAISERS PARTICIPATION LOG

Link: SURVEYORS ACCEPTANCE SHEET

Link: SURVEYORS PARTICIPATION LOG
Link: Architectural-Acceptance Sheet
Link: Architectural-Participation Log
Link: CMT ACCEPTANCE SHEET
Link: CMT PARTICIPATION LOG
Link: Engineering Firms Acceptance List
Link: Engineering Firms Participation Log
Link: Requ to Expand All Prof Svcs Pool Lists

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2010 01:50 PM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 02:18 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 04:13 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Moises Salazar Started On: 01/27/2010 03:29 PM

Final Approval Date: 01/29/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 13, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "REAL ESTATE APPRAISERS POOL - HIDALGO COUNTY"

RFB NO: 2010-012-01-13-OTM

RFB	NAME OF COMPANY	CD INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	PROFESSIONAL APPRAISALS SERVICES, INC.	No	Y
2	HLH APPRAISAL SERVICES	Y	Y
3	SOUTHMOST APPRAISALS / ADELAIDO GONZALEZ	Y	Y
4	LEONEL GARZA JR, & ASSC. L.L.C.	No	Y
5	DEAL * SIKES & ASSOCIATES	Y	Y
6			
7			
8			
9			
10			
11			
12			
13			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 13, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS-HIDALGO COUNTY"
RFQ NO: 2010-012-01-13-OTM

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL TO:	arandaj@arandaworld.com	12/23/09	TEL: 956-631-0944 - FAX: 631-0992
Scroggin Appraisal Service 1124 Pecan Blvd.-McAllen TX 78501	E-MAIL TO:	scroggintx@sbcglobal.net	12/23/09	TEL: 956-668-7478 – FAX 956-668-1728
Executive Appraisals **Ramon A. Olivarez** 106 Ciro Dr. San Juan, TX 78589	E-MAIL TO:	rolivarez@rgv.rr.com	12/23/09	TEL: 956-682-6123 - FAX:
Perez Appraisal Service 6901 N. 34th Street-McAllen TX 78502	E-MAIL TO:	Dperez7187@aol.com	12/23/09	TEL: 956-971-0867 - FAX:
S & R Appraisal 3317 N. Ware Rd. – McAllen TX 78504	E-MAIL TO:	Robertlstout2@hotmail.com	12/23/09	TEL: 956-687-6181- FAX:
Trevino Real Estate Appraisal Service 1023 S. 14th Street-Edinburg, TX 78539	E-MAIL TO:	treappraisals@yahoo.com	12/23/09	TEL: 956-383-2586 FAX:
Spectrum Appraisals 924 W. Nolana Rd. Ste A-Pharr, TX 78577	E-MAIL TO:	specappraisals@sbcglobal.net	12/23/09	TEL: 956- 283-8730 FAX:
Sunrise Appraisal Company 3405 W. Gardenia Ave. –McAllen TX 78501	E-MAIL TO:	wendytetreau@sbcglobal.net	12/23/09	TEL: 956-994-8488 FAX:888-504-7146
Alliance Realty Malcolm Wiley	MAIL TO:	3828 Davis Ste 314 Conroe, TX 77304		TEL: 936-756-7171 FAX:
HLH Appraisal Service Harvey L. Heerssen	E-MAIL TO:	heerssen@sbcglobal.net 6107 Aberton Forest Drive Houston, Tx 77084	12/23/09	TEL: 281-855-7763 CELL: 281-799-5652

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 13, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE:

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS-HIDALGO COUNTY"

RFQ NO: 2010-012-01-13-otm

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Robinson, Duffy & Barnard, LLP. 1906 East Tyler Avenue, Suite C Harlingen, TX 78550	E-MAIL TO:	bduffy@rdbllp.com	12/23/09	TEL: 956-428-4480 FAX: 956-428-4154
Leonel Garza, Jr. & Assc. LLC. 1419 Dove, Ste 1 McAllen, TX 78504	E-MAIL TO:	Leonel3@aol.com	12/23/09	TEL: 956-687-7295 FAX: 956-687-9236
Aguirre and Patterson, Inc. **Joe Patterson, Pres.** 3315 N. McColl Road McAllen, TX 78501	E-MAIL TO:	Patterson@bizrgv.rr.com	12/23/09	TEL: 956-686-4532 FAX: 956-686-6011
Professional Appraisal Service, Inc. **John H. Malcolm, Jr-President** PO Box 3722 McAllen, TX 78502	E-MAIL TO:	jmalcolm@proappraisal.com	12/23/09	TEL: 956-687-9535 FAX: 687-9539
A Palacios Management Consultants **Arturo Palacios** PO Box 3613 McAllen, TX 78502	E-MAIL TO:	apalacio@hiline.net arturopalacios@sbcglobal.net	12/23/09	TEL: 956-664-0073 FAX:956-664-1422
DFW Group, Inc. **Ted Myers** PO Box 768 Arlington, TX 76004	E-MAIL TO:	ted@dfwgroup.com	12/23/09	TEL: 972-641-6005 FAX: 972-641-6506
McAllen Valuation Services **Jess Smith**	E-MAIL TO:	mcallenvaluation@hotmail.com	12/23/09	TEL: 956-687-8200
Earth Co., LLC Rudy Martinez	Email	Rudy.martinez@earthcorgv.com	12/29/09	956-428-2443
Darren J Fox, SR/WA 7745 Chevy Chase Dr. Bldg.5—Ste220 Austin Tx 78752	Email	Darren.fox@hdrinc.com	12/20/09	512-531-5900 512-531-5995 512-845-5351 mobile
Deal Sikes & Assc 3901 Bellaire Blvd-Ste A Houston Tx 77025	Email	msikes@dealsikes.com	12/30/09	713-662-3500 713-357-4599 fax
Liz Rubio	Email	lizrubio@bizrgv.rr.com	12/20/09	

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 13, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "REAL ESTATE SURVEYORS POOL - HIDALGO COUNTY"

RFB NO: 2010-012a-01-13-OTM

RFB	NAME OF COMPANY	CD INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	J. E. SAENZ & ASSOCIATES	Y	Y
2	GUZMAN & MUNOZ ENGINEERING & SURVEYING	Y	Y
3	WILKIE SURVEYING, LLC	No	Y
4	RIO DELTA SURVEYING	Y	Y
5	R. GUTIERREZ ENGINEERING CORPORATION	Y	Y
6	HALFF ASSOCIATES, INC.	Y	Y
7	RODS SURVEYING, INC.	Y	Y
8	HINOJOSA ENGINEERING, INC.	Y	Y
9	DOS LAND SURVEYING	Y	Y
10	MILLENIUM ENGINEERS GROUP	Y	Y
11	MELDEN & HUNT, INC.	Y	Y
12	DOUCET & ASSOCIATES, INC.	Y	Y
13	CVQ LAND SURVEYORS	Y	Y
14	R.E. GARCIA & ASSOCIATES	Y	Y
15	QUINTANILLA, HEADLEY & ASSOCIATES	Y	Y

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 13, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "REAL ESTATE SURVEYORS POOL - HIDALGO COUNTY"

RFB NO: 2010-012a-01-13-OTM

RFB	NAME OF COMPANY	CD INCLUDED	ACKNOWLEDGMENT OF RECEIPT
16	GREAT SOUTHWESTERN LAND SURVEYORS, LLC	Y	Y
17	DANNENBAUM ENGINEERING COMPANY	Y	Y
18	SAM ENGINEERING & SURVEYING, INC.	Y	Y
19	TEDSI INFRASTRUCTURE GROUP	Y	Y

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 13, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE SURVEYORS-HIDALGO COUNTY"
RFQ NO: 2010-012a-01-13-OTM

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL TO:	arandaj@arandaworld.com	12/23/09	TEL: 956-631-0944 FAX: 956-631-0992
CVQ Land Surveyors 517 Beaumont Ave. – McAllen, Tx 78501	E-MAIL TO:	cvq@cvqls.com	12/23/09	TEL: 956- 618-1551 FAX 956-618-1547
Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, TX 78541	E-MAIL TO:	tina@meldenandhunt.com	12/23/09	TEL: 956-381-0981 FAX: 956-381-1839
Guzman & Munoz Engineering/Surveying, Inc, 913 E. Harrison Ste 14 Harlingen, TX 78550	E-MAIL TO:	jmunoz@gmes.biz	12/23/09	TEL: 956-425-1330 FAX: 956-425-1685
L & G Engineering 2100 W. Expressway Mercedes, TX 78570	E-MAIL TO:	velma@lgengineers.com	12/23/09	TEL: 956-565-9813 FAX:
Dannenbaum Eng. Inc. 1109 Nolana Loop Ste 208 McAllen TX 78504	MAIL TO:	Sandra.spence@dannenbaum.com Louis.jones@dannenbaum.com	12/23/09	TEL: 956-682-3677 FAX:
Dos Logistics 24114 FM 2556 Santa Rosa Tx 78593	E-MAIL TO:	ericybarra@doslandsurveying.com denishathompson@doslogistics.com	12/23/09	TEL: 956- 797-4601 956-797-4630
Garcia R. E. & Assc. Surveyors & Eng. 116 N. 12th Ave Edinburg, TX 78539	E-MAIL TO:	regaassoc@aol.com	12/23/09	TEL: 956- 381-1061 CELL: 956-428-2443
Innovative Civil Eng. Services **Jaime M. Cantu** 1306 S. F. St. Suite A Harlingen, TX 78550	MAIL TO:	icesltd@rgv.rr.com	12/23/09	TEL: 936- 466-1954 FAX:
Rio Delta Surveying **Jose M. Gonzalez** 8207 Mateo Escobar Monte Alto, TX 78538	E-MAIL TO:	jmgonzalezrpls@msn.com mereldag@msn.com	12/23/09	TEL: 956-380-5154 FAX:956-380-5156

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 13, 2010 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE SURVEYORS-HIDALGO COUNTY"
RFQ NO: 2010-012a-01-13-otm

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
J E SAENZ & ASSC. INC. **Jose E. Saenz, President** 211 E. Wisconsin Edinburg, TX	E-MAIL TO:	jacalifa@jesaenz.com	12/23/09	TEL: 956-383-2984 FAX: 956-383-3736
Millennium Engineers Group, Inc. **Raul Palma, President** 705 Dawson Drive Edinburg, TX 78539	E-MAIL TO:	meg@megengineers.com	12/23/09	TEL: 956-383-8522 FAX: 956-383-0295
R. Gutierrez, Engineering **Ramiro Gutierrez, -President** 130 E. Park Pharr, TX 78577	E-MAIL TO:	office@rgutierrezengineering.com	12/23/09	TEL: 956-782-2557 FAX: 956-782-2558
Rodriguez Engineering **Leo L. Rodriguez, Jr** 5602 E. Iowa Rd. (PO Box 1830) Edinburg, TX 78540	E-MAIL TO:	Atm1963@hotmail.com	12/23/09	TEL: 956-491-1013 FAX: 956-380-2775
Dos Land Surveying 212 W. 3rd St. Weslaco Tx 78249	E-MAIL TO:	michaelwood@doslandsurveying.com	12/23/09	TEL: 956-968-8800 FAX:956-246-0064 cell
Quintanilla Headley & Assc. **Alfonso Quintanilla, President** 124 E. Stubbs St. Edinburg, TX 78539	E-MAIL TO:	quintanillaheadley@sbcglobal.net	12/23/09	TEL: 956-381-6480 FAX: 956-381-0527
Hinojosa Engineering Inc. **Wilfredo Ricardo Hinojosa, President** 108 W. 18th Street Mission, TX 78572	E-MAIL TO:	hinojosaenginc@aol.com	12/23/09	TEL: 956-581-0143 FAX: 956-581-2074
Sam Engineering & Surveying, Inc. **Samuel Maldonado** 801 East Ferguson Road Pharr, Texas 78577	E-MAIL TO:	m.samueld@hotmail.com	12/23/09	TEL: 956-702-8880 FAX: 956-702-8883
Sherwood Surveying, LLC. **David L. Ellis** **6477 FM 311** **Spring Branch, TX 78070**	EMAIL TO:	dellis@msengr.com	12/23/09	TEL: 830-228-5446 FAX:830-885-2170
			12/23/09	

Halff Associates, Inc. Lorena Corpus, Adm. Asst. 5000 West Military, Suite 100 McAllen, TX 78503	EMAIL TO:	lcorpus@halff.com		TEL: 956-664-0286 FAX: 956-664-0282
Salinas Engineering & Assc. **David Omar Salinas** 2221 Daffodil Ave. McAllen, TX 78501	EMAIL TO:	Dsalinas.sea@sbcglobal.net	12/23/09	TEL: 956-682-9081 FAX: 956-686-1489 CELL: 956-648-8899
TEDSI **M. Lugo**	EMAIL TO:	edietrich@tedsi.com mlugo@tedsi.com	12/23/09	956-424-7898 956-424-7022 fax
Rods Surveying Inc. **5201 8 ½ Mile Line Road** **Edinburg, Tx 78541**	**Email to:**	dcantu@rods.cc	12/23/09	**956-583-8050**
Great Southwestern Land Surveyors **2500 Highway 287 North** **Mansfield, Texas 76063** **Joel "Chris Howard**	**Email**	jchoward@gswland.com	12/22/09	**817-330-0110** **817-330-0115 fax**
Integrated Marketing Systems **Jenny Flanagan**	**Email**	jflanagan@imsinfo.com	12/23/09	**858-490-8823** **858-490-8811 fax**
MTZ Martinez Geospatial	**Email**	dan@mtzgeo.com	12/29/09	**512-538-8120** **952-412-4219 fax**
Civil Engineering Consultants **Chester Varner**	**Email**	cvarner@cectexas.com	12/30/09	**210-641-9999** **210-641-6440 fax**
CUDE Engineers Surveyors Planners **Maggie Seay, CPSM**	**Email**	mseay@mwcude.com	12/30/09	
Wilkie Surveying Inc **Jerry Wilkie**	**Email**	jdw@wilkiesurveying.com	12/31/09	
Vickrey & Assc. Inc **1209 West 5th Ste Ste-200** **San Antonio Tx 78703**	**Email**	rclark@vickreynet.com	01/04/10	**512-494-8014** **512-494-8054 fax**
Surveying & Mapping, Inc. (SAM, Inc.) **5508 W. Highway 290, Bldg. B** **Austin Texas 78735**	**Email**	jjaeger@saminc.biz	01/04/10	**512-447-0575** **512-326-3029 fax**
Deal Sikes & Assc **3901 Ballaire Blvd., Suite A** **Houston Tx 77025**	**Email**	mdeal@dealsikes.com **Mathew C. Deal, CRE**	01/04/10	**713-662-3500** **713-357-4599 fax**
Edminster, Hinshaw, Russ & Assc, Inc **10555 Westoffice Dr** **Houston Tx 77042**	**Email**	dlarranaga@ehrainc.com **Diana Larranaga**	01/08/10	**713-784-4500 x-2294** **713-784-4577**
Fernando Camarrillo **Poznecki-Camarrillo**	**Email**	fcamarillo@pozcam.com	01/08/10	**210-349-3273**

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 13, 2010 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "PROFESSIONAL ARCHITECTURAL POOL-HIDALGO COUNTY"

RFB NO: 2010-015-01-13-MEG

RFB	NAME OF COMPANY	CD INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	NEGRETE & KOLAR	U	U
2	DANNENBAUM	U	U
3	TAG INTERNATIONAL	W	U
4	POLKINGHORN GROUP ARTHITECTS	W	U
5	GIGNAC ARTHITECTS	U	U
6	MILNET ARCH SERVICES	U	U
7	MEGAMORPHOSIS /T. HOWARD & ASSOCIATES	W	U
8	RIKE OGDEN FIGUEROA	U	U
9	ERO ARCHITECTS	U	U
10	V.A. ARCHITECTURE	U	U
11	AMTECH BUILDING SCIENCE INC.	U	U
12	GOMEZ MENDEZ SAENZ, INC	U	U
13	MATA-VILLARREAL-GARCIA	U	U

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 13, 2009 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIOINAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2010-015-01-13-MEG

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**Negrete Kolar Architects** Attn: David Negrete, AIA, Partner dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com	**EMAIL U**	spoke to Fernando Perez	**12/21/09**	204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613
2	**Frank P. Key & Associates, Architects** victor@frankkeyarchitect.com frank@frankkeyarchitect.com	**EMAIL U**	Attn: Frank P. Key, AIA, Owner spoke to Victor Palacios	**12/21/09**	1100 E. Jasmine Avenue, Suite 104 Mc Allen, TX 78501 (956) 664-1110 Fax: (956) 664-1113
3	**IDE*A Group, Inc.** ideagrp95@sbcglobal.net	**EMAIL U**	Attn: Jesus Bustos, Principal spoke to Sergio Lainez	**12/21/09**	1409 Galveston Ave. Mc Allen, TX 78501 (956) 686-6806 Fax: (956) 686-5704
4	**Milnet Architectural Services** milnet@swbell.net CCrudyn@milnet-archservices.com	**EMAIL U**	Attn: Rodolfo R. Molina Jr., Principal spoke to Rudy	**12/21/09**	608 S. 12th Street McAllen, TX 78501 (956) 688-5656 Fax: (956) 687-9289
5	**Rike Ogden Figueroa Allex Architects, Inc.** luis@rofainc.com samg@rofainc.com	**EMAIL U**	Attn: Luis A. Figueroa, Principal spoke to Hilda Garcia	**12/21/09**	1007 Walnut Ave. Mc Allen, TX 78501 (956) 686-7771 Fax: (956) 687-3433
6	**Mata Villarreal Garcia Design Group, LLP** fwhite@mvgdesign.us	**EMAIL U**	Attn: Fernando Mata, AIA, Partner spoke to: Frank White	**12/21/09**	1314 W Ivy Ave. Mc Allen, TX 78501 (956) 631-1945 Fax: (956) 631-1968
7	**Reynaldo Vargas, Architect, Inc. dba V-A Architecture** **v-aarchitecture@att.net**	**EMAIL U**	Attn: Reynaldo Vargas, AIA, Architect/President spoke to Sonia Infante	**12/21/09**	2029 Industrial Drive Mc Allen, TX 78504 ph: (956) 631-2242 Fax: (956) 686-7916
8	**RABA KISTNER CONSULTANTS** mvila@rkci.com nsalazar@rkci.com	**EMAIL U**	Attn: Martin Vila, P. E. Vice President spoke to Rogelio Sustayta Norma Salazar	**12/21/09**	800 E. Hackberry McAllen, TX 78501 (956) 682-5332 Fax: (956) 682-5487
9	**Alcocer Garcia Associates Design Consulting** edo@agadc.com, cc: george@agadc.com	**EMAIL U**	Attn: Eduardo Alcocer, Partner/Project Manager spoke to Oliverio Cantu	**12/21/09**	1333 East Jasmine Ave. Mc Allen, TX 78501 (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671
10	**TAG International** bruce.jackson@tagae.com	**EMAIL U**	**Attn: Bruce Jackson ext 208** spoke to Bruce Jackson	**12/21/09**	3160 Beecaves Suite 200 Austin, Texas 78746 (512) 328-1010 Fax (512) 328-3003
11	**Alamo Architects** ken@alamoarchitects.com	**EMAIL U**	**Jerry Lammers, AIA, Principal** spoke to Ken Mireles	**12/21/09**	1512 S Flores Street San Antonio, TX 78204 (210) 227-2612 Fax (210) 227-9457
12	**ERO International, LLP** **eochoa@eroarchitects.com** cc:prodriguez@eroarchitects.com	**EMAIL U**	**Attn: Eli R. Ochoa, PE, AIA** **spoke to Perla Rodriguez**	**12/21/09**	300 South 8th Street Mc Allen, TX 78501 (956) 661-0400 Fax (956) 661-0401

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 13, 2009 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIOINAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2010-015-01-13-MEG

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
13	**Gomez Mendez Saenz, Inc.** rudyg.gms@bizrgv.rr.com susana.gms@bizrgv.rr.com	**EMAIL U**	**Attn: Rudy V. Gomez, AIA, AICP, President** spoke to Erica Mendez	**12/21/09**	1150 Paredes Line Road Brownsville, TX 78521 (956) 546-0110 Fax: (956) 546-0196
14	**GIGNAC & Associates, LLP** rgignac@gignac-associates.com ; lelizondo@gignac-associates.com rfaterkowski@gignac-associates.com	**EMAIL U**	**Attn: Raymond Gignac, Principal** spoke to Labette Elizondo	**12/21/09**	222 E. Van Buren, Ste. 102 Harlingen, TX 78550 (956) 365-4820 Fax: (956) 365-4821
15	**Di Stefano/Santopetro Architect, Inc.** j.santopetro@dsarchitectsinc.com	**EMAIL U**	**Attn: Joseph M. Santopetro, AIA, Principal** **disconnected**	**12/21/09**	729 N. Ware Road, Suite 105 McAllen, TX 78501 (956) 683-1958 OR Fax: 683-1965
16	**AMTECH Building Sciences, Inc.** mida@architectos.com	**EMAIL U**	spoke to Norma Gonzalez	**12/21/09**	2403 N. 10th Street Suite B-PMB 220 McAllen, TX 78501 956-682-7070 fax 956-686-2233
17	**Boultinghouse, Simpson & Associates** db@boultinghousesimpson.com	**EMAIL U**	**Attn: Danny Boultinghouse** spoke to Nancy Lara	**12/21/09**	3301 N. McColl Rd. McAllen, TX 78501 956-630-9494 fax 630-2058
18	**Diseno, Inc.** erodriguez@disenoinc.com	**EMAIL U**	**Attn: Ruben Escobar** spoke to Elva Rodriguez	**12/21/09**	101 S. Cage Boulevard Pharr, TX 78577 956-702-1399
19	**HDR Architecture, Inc.** richard.martinez@hdrinc.com	**EMAIL U**	**Attn: Richard Martinez** spoke to Richard Martinez	**12/21/09**	17111 Preston Rd., Suite 300 Dallas, TX 75248 972-960-4000
20	**Integrated Marketing Systems** tx@imsinfo.com jflanagan@imsinfo.com	**EMAIL U**	**Attn: Jennie Flanagan** spoke to Rinda Robbison	**12/21/09**	945 Hornblend St. Suite G San Diego, CA 92109 858-490-8800
21	**Kell Munoz Architects** munoz@kellmunoz.com	**EMAIL U**	**Attn: Kell Munoz** **# disconnected**	**12/21/09**	1105 E. Tyler Harlingen, TX 78550 956-428-1703
22	**Lockwood, Andrews & Newman, Inc.** info@lan-inc.com	**EMAIL U**	**Attn: George Juomville** left message	**12/21/09**	2925 Briar park Dr., Suite 500 Houston, TX 77042 713-266-6900
23	**Polkinghorn Group Architects** renitaw@pgarchitects.com	**EMAIL U**	**Attn: Renita Works** spoke to Renita Works	**12/21/09**	248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404
24	**Halff Associates, Inc.** jtrevino@halff.com	**EMAIL U**	**Attn: Joey Trevino** spoke to Melissa Diaz	**12/21/09**	5000 West Military Suite 100 McAllen, TX 78503 956-664-0286
25	**Water Mark Design Solutions** sjackson@archbuildsolutions.com	**EMAIL U**	**Attn: Steve Jackson** Spoke to Steve	**12/21/09**	2670 Wincrest Dr. Rockwall, Texas 75032 PO Box 550129 Dallas, TX 75355 214-880-1700
26	**Rees Associates, Inc.** mjp@rees.com	**EMAIL U**	**Attn: Jane M. Parker** spoke to Jane parker	**12/21/09**	1801 N. Lamar St., Suite 600 Dallas, TX 75202 214-522-7337 Fax: 214-522-044
27	**Texas Design Concepts Inc. (TDCI)** TDCI@TDCI.us	**EMAIL U**	**Attn: Jose A. Lopez, AIA/ASID, Principal** disconnected	**12/21/09**	301 North Cage Blvd., Suite 2-B Pharr, TX 78577 (956) 783-1229 Fax: (956) 783-1240

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 13, 2009 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIOINAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2010-015-01-13-MEG

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
28	**Lopez & Lopez Architects, Inc.**		**Attn: Jose A. Lopez** disconnected	**12/21/09**	1101 N. Cage, Suite C4 Pharr, TX 78577 956-783-1229
29	**Alvarado Architects & Associates, Inc.** irmaalvar@aol.com	**EMAIL U**	**Attn: Erasmo Alvarado** spoke Irma Alvarado	**12/21/09**	307 South Main St. Donna, TX 78537 956-464-8258
30	**MAC TEC Engineering and Consulting Inc.** **jmcarter@mactec.com**	**EMAIL U**	**Attn: Jane Allen Carter** spoke to Jane Allen	**12/21/09**	3520 Executive Cntr. Drive Suite 200 Austin, TX 78731 512-795-0360
31	**T. Howard & Associates** canderson@thaarch.com	**EMAIL U**	Attn: Christine A. Anderson	**12/22/09**	1506 W. Griffin Dallas, Texas 75215 phone 214-522-1100 fax 214-522-5623
32	**Dannenbaum Engineering** suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	**EMAIL U**	Suzie Crumpler & Cynthia Luera	**12/3009**	3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338
33	**Cotera+Reed Architects** mcatterall@coterareed.com	**EMAIL U**	Matt Catterall	**01/04/09**	2222 Rio Grande St. Ste C270 Austin, Texas 78705 P 512-472-3300 F 512-472-3611
34	**SUNLAND GROUP-AUSTIN** cforeman@sunlandgrp.com	**EMAIL U**	Caraly A. Foreman	**12/30/09**	1033 La Posada, Suite 370 Austin, Texas 78752 P 512-590-7968 F 512-494-0406
35	**EARTH CO., LLC** rudy.martinez@earthcorgv.com	**EMAIL U**	Rudy Martinez	**12/29/09**	1306 S. "F" Street Suite A Harlingen, Texas 78550 P 956-428-2443
36	Mayse & Associates, Inc. dgoldston@mayseassociates.com	**EMAIL U**	David Goldston	**12/29/09**	14850 Quorum Drive, Suite 201 Dallas, Texas 75254 P 972-386-0338 ext 218 F 972-386-0578
37	Garza/Bomberger & Associates cvacanarvaja@gbarch.net	**EMAIL U**	Cecilia Vaca Narvaja	**01/04/10**	5545 Fredericksburg Rd. Ste. 100 San Antonio, Texas 78229 V 210-349-7000 F 210-349-7820
38	DBR ENGINEERING CONSULTANTS **Sara Talarczyk** Administrative Asst. SGonzalez@dbrinc.com	**EMAIL U**	Sara Talarczylk	**01/04/10**	210.546.0200 v 210.546.0201 f

IN PERSON (IP)
TELEPHONE REQUEST (TR)
PURCHASING VENDOR LIST MAIL OUT (PVLM)
E-MAIL

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: JANUARY 13, 2010	RFQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ: " CONSTRUCTION MATERIAL TESTING SERVICES"

BID NO: 2010-014-01-13-YZV

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS
1.	L & G ENGINEERING LABORATORY	√
2.	TERRACON	√
3.	EARTH CO.	√
4.	MILLENNIUM ENGINEERS GROUP (MEG)	√
5.	RABA KISTNER	√
6.	PROFESSIONAL SERVICE INDUSTIRES,INC (PSI)	√
7.		
8.		
9.		
10.		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 13, 2010 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO: 2010-014-01-13-YZV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1. RABA-KISTNER CONSULTANTS, INC. Requested by: Norma Salazar	TR/E-Mail	nsalazar@rkci.com YZV	12/22/09	800 E. Hackberry Avenue McAllen, Texas 78501 Tel (956) 682-5332 Fax:(956) 682-5487
2. HALFF ASSOCIATES, INC Requested by: Joey Trevino	E-Mail	jtrevino@halff.com YZV	12/22/09	5000 West Military, Suite 100 McAllen, Texas 78503 Tel (956)664-0286 Fax:(956) 664-0282
3. RABA-KISTNER CONSULTANTS, INC. Requested by: Kirby A. Braun	E-Mail	kbraun@rkci.com YZV	12/22/09	12821 W. Golden lane San Antonio, TX 78249 Tel:(210) 699-9090 Fax:(210) 699-6426
4.MILLENNIUM ENGINEERS GROUP Requested by: Andres Palma (MEG)	E-Mail	apalma@megengineers.com	12/28/09	P.O. BOX 4569-7050 DAWSON DRIVE Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295
5.INTEGRATED MARKETING SYSTEMS Requested by: Jenny Flanagan	E-Mail	jflanagan@imsinfo.com YZV	12/29/09	945 Homblend Street, Ste G San Diego, California 92109 Tel: (800) 490-8823Fax(800) 490-8811
6.TERRACON CONSULTANTS, INC Requested by: J.A. Flores	E-Mail	jaflores@terracon.com dlrodriguez@terracon.com YZV	12/29/09	1506 Mid-Cities Drive Pharr, TX 78577 Tel:(956) 283-8254 Fax(956) 283-8279
7.L & G ENGINEERING LABORATORY, LLC Requested by: Jacinto Garza, P.E.	E-Mail	jacinto@lgengineers.com YZV	12/29/09	2100 West Expressway 83 McAllen, TX 78501 Tel: (956) 565-0760 Fax:(956)565-6746
8. PROFESSIONAL SERVICES INDUSTRIES INC. Requested by: Claudio Garza	E-Mail	eladio.garza@psiusa.com YZV	12/29/09	2020 N LOOP 499 #302 Harlingen, TX 78550 Tel:(956)423-6826 Fax:(956)423-5735
9.EARTH CO., LLC Requested by: Rudy Martinez	E-Mail	rudy.martinez@earthcorgv.com YZV	12/29/09	1306 S. "F" Street Suite A Harlingen, TX 78550 Tel:(956)428-2443 Fax (956)793-6387
10. MILLENNIUM ENGINEERS GROUP Requested by: Andres Palma	E-Mail	apalma@megenineers.com YZV	01/04/10	P.O. BOX 4569-7050 DAWSON DRIVE Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295
11. TERRACON Requested by: Stephanie M Rendon	E-Mail	smrendon@terracon.com YZV	01/05/10	1506 Mid Cities Drive Pharr, TX 78577 Tel: (956) 283-8254 Fax(956)559-5443

VIA:
IN PERSON (IP) **E-MAIL (EM)**
TELEPHONE REQUEST (TR) **BIDDER LIST MAIL OUT (BLM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550 Attn: Hector Garza, Branch Manager TEL: 956-423-6826 - FAX: 423-5735 Eladio.garza@psiusa.com Hector.lopez@psiusa.com			X			X			Construction Materials Testing
#02	**Sigler, Winston, Greenwood & Assoc., Inc.** 1604 E. Highway 83 Weslaco, TX 78596 Attn: Wm. R. Shea, P.E., Exec. Vice President TEL: 956-968-2194 –FAX: 968-8300 cindy@siglerwinstongreenwood.com	X	X			X	X	X	X	
#03	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								
#04	**Zarinkelk Engineering Services Inc.** 3033 Chimney Rock Suite 630 Houston, TX 77056 Attn: Roshan Moayed 832-242-2426 Fax: 832-242-2445 Roshan.moayed@zarinkelk.com	X	X						X	
#05	**Ambiotec Civil Engineering Group, Inc.** 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			
#06	**Innovative Civil Engineering Services, Ltd.** **1306 S. F Street Suite A** **Harlingen, TX 78550** **Attn: Jaime M. Cantu, P.E.** **956-428-2443 Fax: 956-202-0491** **icesltd@rgv.rr.com**	X		X						
#07	**Cruz-Hogan Consultants, Inc.** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Colletion & Distribution

HIDALGO COUNTY PURCHASING DEPARTMENT
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	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**Ueckert Engineering** 7017 North 10th , Suite 202 McAllen, TX 78501 Attn: William F. Ueckert, Jr., P.E. 956-361-1890 William.ueckert@ueckert-eng.com	X					X			
#09	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com ;rguteng@sbcglobal.net	X							X	
#10	**Halff Associates, Inc.** 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@halff.com	X	X		X	X	X	X	X	
#11	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#12	**Noe Garza Engineers, Inc.** 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriguez@ngeinc.net	X	X							
#13	**Rodriguez Engineering** 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	

HIDALGO COUNTY PURCHASING DEPARTMENT
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	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#15	**Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#16	**M Garcia Engineering, LLC** 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#17	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com; eddie@jesaenz.com	X							X	
#18	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#19	**NOT USED**									
#20	**AEC Engineering, LLC.** P.O. Box 480 Edinburg, TX 78540 Attn: Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President 956-380-6558 Fax: 956-380-6110 carlos@aecengineering.net	X					X			

HIDALGO COUNTY PURCHASING DEPARTMENT
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DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

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	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#21	**Barrera Torres Infrastructure, PLLC (BTI)** 7001 N. 10th St. , Suite 300 McAllen, TX 78504 Attn: Rene Barrera, P.E. TEL: 956-687-3355 FAX: 956-992-8801 rene@big-engineering.com	X	X						X	
#22	**Vanguard Engineering** 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#23	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities
#24	**Cobblestone Engineering, Inc.** 2810 Century Court Harlingen, TX 78550 Attn: Ralph M. O'Quinn, P.E., President TEL: 956-423-0235 - FAX: 423-6008 doria@cobblestoneusa.com			X						
#25	**Guzman & Munoz Engineering and Surveying, Inc.** 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#26	**SAMES, Inc.** 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#27	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501 Attn: Martin Vila, PE, Senior Vice President P: 956-682-5332 F: 956-682-5487 mvila@rkci.com			X			X			- Construction Materials Testing - Facilities Engineering - Pavement Consulting

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#28	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#29	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							
#30	**J. F. Fontaine & Associates, Inc.** 2805 Memorial Dr. Ste. B La Feria, TX 78579 Attn: Geroge Lazaro 956-797-3411 Fax: 956-797-3400 gelazaro@aol.com	X								
#31	**Civil Systems Engineering, Inc.** P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#32	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			
#33	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
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DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#34	**DOS Logistics** P.O. Box 8337 212 W. 3RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericybarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	
#35	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	
#36	**DBR Engineering Consultants, Inc.** 7001 North 10th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#37	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#38	**Melden and Hunt, Inc.** 115 W. Mcintyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								
#39	The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501 Attn: Alex Gholmieh, P. E., Principal P: 956-687-2539 F: 956-687-2545 alex@thealexgroup.net				X	X		X		

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-011-01-13-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 13, 2010** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#40	**Poznecki-Camarillo, Inc.** 5835 Callaghan Road, Suite 200 San Antonio, TX 78228 Attn: Fernando Camarillo, P.E. 210-349-3273 Fax: 210-349-4395 fcamarillo@pozcam.com	X	X	X	X		X		X	*Land Surveying
#41	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#42	**Naismith Engineering, Inc.** 789 E. Washington Stree Brownsville, TX 78520 Attn: Anna A. Smith, P.E. 956-541-1155 Fax: 775-305-2554 asmith@naismith-engineering.com	X					X			*Surveying

4 1 -FIRMS TOTAL (Line No. 19 -WAS NOT USED)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
RFQ NO: 2010-011-01-13-MSS

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**
ACCEPTANCE DATE:	**January 13, 2010** TIME: **9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504	E-MAILED AND IP:	acwalzer@sbinfra.com	12/29/09	TEL: 956-994-3613 - FAX: 994-0427 Daniel O. Rios, P.E., Vice President
2	**BMW Engineering, Inc.** 410 S. Enterprize Parkway Corpus Christi, TX 78405	E-MAIL TO:	rwheaton@rmtechon.net	12/29/09	TEL: 361-299-1801 - FAX: 299-1804 Ronald B. Wheaton, P.E., R.E.P., President
3	**Cobblestone Engineering, Inc.** 2810 Century Court Harlingen, TX 78550	E-MAIL TO:	doria@cobblestoneusa.com	12/29/09	TEL: 956-423-0235 - FAX: 423-6008 Ralph M. O'Quinn, P.E., President
4	**Cook-Joyce, Inc.** 812 West Eleventh Austin, TX 78701-2000	E-MAIL TO:	Brian.dudley@cook-joyce.com	12/29/09	TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President
5	**Dannenbaum Engineering Corporation** 1109 Nolana Loop, Suite 208 McAllen, TX 78504	E-MAIL TO: IP 01-12-09	Cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	12/29/09	TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal
6	**Drash Consulting Engineers, Inc.** 1506 Mid-Cities Drive Pharr, TX 78577		MERGED WITH TERRACON	12/29/09	TEL: 956-283-8254 - FAX: 283-8279 Anthony F. Adamo, P.E., Regional Manager
7	**ERO International, LLP** 300 S. 8th Street McAllen, TX 78501	E-MAIL TO:	prodriguez@erointernational.com	12/29/09	TEL: 956-661-0400 - FAX: 661-0401 Eli R. Ochoa, P.E., A.I.A.
8	**Noe Garza Engineers, Inc.** 204 W. 495 Pharr, TX 78577	E-MAIL TO:	Lydia.rodriguez@ngeinc.net	12/29/09	TEL: 956-783-1207 - FAX: 783-1209 Noe Garza, P.E.
9	**R. Gutierrez Engineering Corporation** 317 E. Park Pharr, TX 78577	E-MAIL TO:	rguteng@sbcglobal.net javier@rgutierrezengineering.com	12/29/09	TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President
10	**Halff Associates, Inc.** 4600 W. Military, Suite 700 McAllen, TX 78503	E-MAIL TO:	jtrevino@halff.com	12/29/09	TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E.
11	**Hinojosa Engineering, Inc.** 108 W. 18th Street Mission, TX 78572	E-MAIL TO:	hinojosaenginc@aol.com	12/29/09	TEL: 956-581-0143 - FAX: 581-2074 Ricardo Hinojosa, P.E., President
12	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, TX 78504	E-MAIL TO:	javhin@rgv.rr.com cybarra@bizrgv.rr.com	12/29/09	TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner
13	**KK Engineering Consultant** 410 E. Dove Avenue McAllen, TX 78504	E-MAIL TO: IP 01-12-09	kknademi@hiline.net Please update to new addresses: kkengineering@sbcglobal.net kkhademi@sbcglobal.net	12/29/09	TEL: 956-630-2125 - FAX: 630-2219 Kambiz S. Khademi, P.E., President
14	**L&G Engineering** 2100 W. Expressway 83 Mercedes, TX 78570	E-MAIL TO:	jacinto@lgengineers.com ldominguez@lgengineers.com	12/29/09	TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager

15	**Melden & Hunt, Inc.** 115 W. McIntyre Street Edinburg, TX 78539	E-MAIL TO:	tina@meldenandhunt.com mike@meldenandhunt.com	12/29/09	TEL: 956-381-0981 - FAX: 381-1839 Ruben Chapa, P.E., Vice President
16	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, TX 78539	E-MAIL TO:	megengineers@aol.com apalma@megengineers.com	12/29/09	TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President
17	**PE Service** 3730 Kirby Drive, Suite 1175 Houston, TX 77098	E-MAIL TO:	phuerta@peservice.com phuerta_peservice@yahoo.com	12/29/09	TEL: 888-219-0553 - FAX 888-219-0554 Margarita Flores
18	**Perez Consulting Engineers** 808 Dallas Avenue McAllen, TX 78501	E-MAIL TO:	mf@perezce.com	12/29/09	TEL: 956-631-4482 - FAX: 682-1545 Jorge D. Perez, P.E., R.P.L.S., President
19	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550	E-MAIL TO:	Eladio.garza@psiusa.com Hector.lopez@psiusa.com	12/29/09	TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager
20	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubbs Edinburg, TX 78539	E-MAIL TO:	quintanillaheadley@sbcglobal.net	12/29/09	TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President
21	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501	E-MAIL TO:	mvila@rkci.com kbraun@rkci.com nsalazar@rkci.com	12/29/09	956-682-5332 956- 682-5487 Fax Martin Vila, P.E., Vice President (Elizabeth) Norma E. Salazar, Admin Assistant
22	**Rodriguez Engineering** 612 Nolana, Suite 320 McAllen, TX 78504	E-MAILED AND IN PERSON	Atm1963@hotmail.com	12/29/09	TEL: 956-687-7291 - FAX: 630-6220 Leo L. Rodriguez, P.E./R.P.L.S., President
23	**Cude Engineers** 10325 Bandera Road San Antonio, TX 78250	E-MAIL	mseay@mwcude.com	12/30/09	210-681-2951 210-639-8801 Maggie Seay, CPSM
24	**J.E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, TX 78539	E-MAIL TO:	fquintanilla@jesaenz.com	12/29/09	TEL: 956-383-2984 - FAX: 383-3736 José E. "Eddie" Saenz, P.E., President
25	**Salinas Engineering & Associates** 2221 Daffodil Ave. McAllen, TX 78501	E-MAIL TO:	Dsalinas.sea@sbcglobal.net	12/29/09	TEL: 956-682-9081 - FAX: 686-1489 David Omar Salinas, P.E., M.S.E.E., President
26	**Sigler, Winston, Greenwood & Assoc., Inc.** 1604 E. Highway 83 Weslaco, TX 78596	E-MAIL TO:	cindy@siglerwinstongreenwood.com	12/29/09	TEL: 956-968-2194 – FAX: 968-8300 Wm. R. Shea, P.E., Exec. Vice President
27	**Spoore Engineering** 202 S. 4th McAllen, TX 78501	E-MAIL TO:	spooreng@sbcglobal.net	12/29/09	TEL: 956-683-1000 – FAX: 683-1002
28	**TEDSI Infrastructure Group** 1200 Fresno Avenue McAllen, TX 78501	IP	mlugo@tedsi.com	12/29/09	TEL: 956-424-7898 956-682-8666 – FAX: 682-9486 Jesse Salinas, Exec. Vice President
29	**Rio Delta Engineering** 323 W. Cano, Suite 100 Edinburg, TX 78539	E-MAIL TO:	Riodelta2004@yahoo.com	12/29/09	TEL: 956-380-5152 -FAX: Debra J. Guerra
30	**Cruz-Hogan Consultants** 605 E. Violet Avenue, Ste. 5 McAllen, Texas 78504	E-MAIL TO:	Ronnie@cruzhogan.net lorena@cruzhogan.net	12/29/09	TEL: 956-682-5022 ATTN: RONNIE CRUZ
31	**AMBIOTEC ENGINEERING** 5420 PAREDES LINE ROAD BROWNSVILLE, TEXAS 78526	E-MAIL TO:	cmmarin@ambiotec.com	12/29/09	TEL: 956-548-9338 ATTN: ANNE WHITKO

32	**DOS LOGISTICS** 2811 E. MILE 9½ DONNA, TEXAS 78537	E-MAIL TO:	julissasalinas@doslogistics.com denishathompson@doslogistics.com	12/29/09	TEL: 472-8042 ATTN: RENE GONZALEZ
33	**LJA Engineering and Surveying, Inc.** 13300 Old Blanco Road, Bldg II, Suite 326 San Antonio, TX 78216	E-MAIL TO:	khunt@ljaengineering.com	12/29/09	TEL: 210-678-4700 FAX: 210-678-4796 Kevin P. Hunt, P.E.
34	**KSA Engineering**	E-MAIL TO:	drupp@ksaeng.com	12/29/09	TEL: 512-342-6868 - FAX:
35	**PBS & J** 10100 Reunion Place, Ste. 850 San Antonio, TX 78216	E-MAIL TO:	kmguillaudeu@pbsj.com	12/29/09	TEL: 210-828-9494 - FAX: 210-282-7282
36	**MZ Design** (contacted 12/30/09 No answer)	E-MAIL TO:	fwhite@mzdesign.com	12/29/09	TEL: 956-686-8889
37	**LVN Engineering** 8918 Tesoro Drive, Suite 401 San Antonio, TX 78217	E-MAIL TO:	kbishop@lnvinc.com	12/29/09	TEL: 210-822-2232 ext. 322 FAX: 210-822-4032
38	**TDC –Texas Diamond Construction** 4019 East Exp. 83 Weslaco, TX 78596	E-MAIL TO:	Fjns6282@aol.com	12/29/09	TEL: 956-784-5819 FAX: 956-514-5036 Frank Nava, General Manager
39	**SAM Engineering & Surveying, Inc.** 200 S. Cage Blvd. Pharr, TX 78577	E-MAIL TO:	m_saul79@yahoo.com jose@samengineering-surveying.com	12/29/09	TEL: 956-702-8880 FAX: 956-702-8883 Saul D. Maldonado, PE Jose Rodriguez
40	**PBK** 1300 N. 10TH St., Suite 210 McAllen, TX 78501	E-MAIL TO:	Nato.garcia@pbk.com	12/29/09	TEL: 956-687-1330 FAX:956-687-1331 Nato Garcia, Field Representative
41	**R.E. Garcia and Associates**	E-MAIL TO:	regaassoc@aol.com	12/29/09	TEL: 956-381-1061 FAX: Raul Garcia, Civil Engineer/Surveing
42	**SWCA Environmental Consultants** 6200 UTSA Boulevard, Suite 102 San Antonio, TX 78249	E-MAIL TO:	camy@swca.com	12/29/09	TEL: 210-877-2847 FAX: 210-877-2848 Christopher Amy, Environmental Specialist
43	**Terracon Consultants, Inc.** 1506 Mid-Cites Drive Pharr, TX 78577	E-M AIL TO:	jaflores@terracon.com smrendon@terracon.com	12/29/09 01/05/10	TEL: 956-283-8254 FAX: 956-283-8279 Jorge A. Flores, P.G. Stephanie Marie Rendon, MBA
44	**M Garcia Engineering** 400 Nolana Suite D McAllen, TX 78504	E-MAIL TO:	mgarciaeng@gmail.com	12/29/09	TEL: 956-687-9421 FAX: 956-687-3211
45	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257	E-MAIL TO:	dli@cseengineers.com	12/29/09	TEL: 713-782-3811 FAX: 713-782-3812
46	**Barrera Infrastructure Group (BIG)** 7001 N. 10th St. , Suite 300 McAllen, TX 78504	E-MAIL TO:	rene@big-engineering.com	12/29/09	TEL: 956-687-3355 FAX: 956-992-8801
47	**R E Garcia and Associates** 116 N. 12th Ave. Edinburg, TX 78541-3501	E-MAIL TO:	regaassoc@aol.com	12/29/09	TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner
48	**HDR Engineering**	E-MAIL TO:	Betty.hopkins@hdrinc.com	12/29/09	TEL: 210-841-2813 FAX:

49	**Vanir Construction Management, Inc.** 901 S. Mopac Expressway Barton Oaks Plaza One, Suite 300 Austin, TX 78746	E-MAIL	Darren.webber@vanir.com	12/29/09	512-329-2722 512-592-8128 Mobile 512-329-2001 Fax
50	**Civil Engineering Consultants** CQM Division	E-MAIL	fjaster@cectexas.com lmares@cectexas.com jgarza@cectexas.com	12/29/09	210-798-9302 Frank M. Jaster, P.E. Division Mgr. Larry Mares, Jr., P.E. Project Mgr.
51	**The Alex Group** 914 N. Main Street, Suite 2 Mc Allen, TX 78501	E-MAIL	idalia@thealexgroup.com	12/29/09	956-687-2539 956-687-2545 Fax Idalia Smasal, Office Manager
52	**COMBS Consulting Group** I.T. design & consulting 11550 IH-10 West, Suite 270 San Antonio, TX 78230	E-MAIL	Brian.combs@combs-group.com	12/29/09	210-698-7887 210-698-7889 Fax
53	**EARTH CO., LLC.** 1306 S. "F" STREET SUITE A HARLINGEN, TX 78550	E-MAIL	rudy.martinez@earthcorgv.com	12/30/09	(956) 428-2443 Rudy Martinez
54	**Izaguirre Engineering Group, LLC** 7413 N. La Homa St. Mission, Tx. 78574	E-MAIL	diana.izaguirre@yahoo.com	12/30/09	Ph. 956-240-0749 Fax. 956-584-0554 Diana Izaguirre
55	**Sunland Group** 1033 La Posada, Suite 370 Austin, TX 78752	E-MAIL	cforeman@sunlandgrp.com	12/30/09	512-590-7966
56	**Integrated Marketing Systems** 945 Hornblend Street, Ste. G San Diego, CA 92109	E-MAIL	jflanagan@imsinfo.com	12/23/09	858-490-8823 858-490-8811 Jenny Flanagan, Research Mgr.
57	**J. F. Fontaine & Associates, Inc.**	E-MAIL	gelazaro@aol.com	12/29/09	956-797-3411 956-797-3400 Fax
58	**H2B, Inc.** 1225 North Loop West, Suite 90 Houston, TX 77008	E-MAIL TO:	Kristi.kolmetz@h2bengineers.com	12/30/09	713-864-2900 713-583-1245 281-723-9801 Kristi Kolmetz
59	**Alan Plummer Associates, Inc.**	E-MAIL TO:	cmcguire@apaienv.com	12/30/09	Connie McGuire
60	**AEC Engineering, LLC.** P.O. Box 480 Edinburg, TX 78540	e-m ail to:	carlos@aecengineering.net	12/30/09	956-380-6558 956-380-6110 Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President
61	**MJ Thomas Engineering, LLC** 3400 Hulen, Suite 100 Fort Worth, Texas 76107	e-mail to:	mickeyt@mjthomaseng.com	12/30/09	817-732-9839 817-732-9841 817-996-3446 Cell Mickey Thomas, P.E.
62	**Flores Engineers**	e-mail to:	floresengineers@yahoo.com	12/30/09	
63	**DCI ENGINEERS** 600 Congress Avenue, Suite 1210 Austin, TX 78701	E-MAIL TO:	jdepalma@dci-engineers.com	01/04/10	512-472-9797 512-472-5656 Fax Janki N. DePalma
64	**Wilkie's Surveying**	E-MAIL (referred by Olga's project on Surveying)	jdw@wilkiesurveying.com	01/04/10	
65	**Alliance Transportation Group, Inc.** 11500 Metric Boulevard Bldg M-1, Suite 150 Austin, TX 78758	E-MAIL	msaakstra@emailtag.com	01/04/10	512-821-2081 512-821-2085 Fax Ms. Manon Saakstra
66	**Young Professional Resources** 8100 Roughrider Dr., Suite 101 Windcrest, TX 78239	E-MAIL	lyoung@yprconsulting.com	01/04/10	210-590-9215 210-590-9346 Fax 210-373-3204 Mobile Leonard D. Young, P.E.
67	**DBR Engineering Consultants**	E-MAIL	sgonzalez@dbrinc.com	01/05/10	210-546-0200 210-546-0201 Fax
68	**Ueckert Engineering** 7017 North 10th , Suite 202 McAllen, TX 78501	IP	William.ueckert@ueckert-eng.com	01/05/10	956-361-1890
69	**Zarinkelk Engineering Services Inc.** 3033 Chimney Rock Suite 630 Houston, TX 77056	E-MAIL	Roshan.moayed@zarinkelk.com	01/06/10	832-242-2426 832-242-2445 Fax Roshan Moayed
70	**Kimley-Horn and Associates, Inc.** 12700 Park Central Drive, Suite 1800 Dallas, TX 75251	E-MAIL	Chad.becker@kimley-horn.com	01/07/10	972-770-1300 972-239-3820

71	**Guzman & Munoz Engineering and Surveying** 1100 E. Jasmine Ave., Suite 107 McAllen, TX 78501	E-MAIL	lmercado@gmes.biz ; aresendez@gmes.biz	01/07/10	956-682-3812 956-682-3813 Fax Lupita Mercado
72	**Edminster, Hinshaw, Russ and Assoc. Inc.** 10555 Westoffice Drive Houston, TX 77042	E-MAIL	dlarranaga@ehrainc.com	01/07/10	713-784-4500 Ext. 2294 713-784-4577 Fax
73	**Michael Myers, PE**	E-MAIL	mmyers@bww.com	01/08/10	

Moises Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 29, 2010 1:11 PM
To: 'Moises Salazar'
Cc: ramon.vela@co.hidalgo.tx.us; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: FW:
Attachments: --static--bg_snowblue_1.gif

Moises:
Please print and attach to the agenda item.
Thanks,
Marty

From: mona parras [mailto:monaparras@yahoo.com]
Sent: Friday, January 29, 2010 11:57 AM
To: martha.salazar@co.hidalgo.tx.us
Subject:

Marty,

Commissioner Flores is recommending the readvertisement of all professional services in order to expand all pools to further the best interest of the county. If you have any questions regarding this request please contact me.

Thank you in advance for your prompt attention to this request.

Respectfully,

Mona R. Parras

Dr. Mona R. Parras
Chief Administrator, Pct. 3
Office of Commissioner Joe M. Flores
956-585-4509 (wk. #)
956-457-6415 (cell #)
monaparras@yahoo.com

AI-19588 **24.A.10.**

Pct 4-Inv#7281-Quintanilla Headley & Associates Inc-C-08-477-12-09

CC REGULAR

Date:	02/02/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of request for payment for Inv # 7281 (Pmt#1 and Final) in the amount of $10,000.00 submitted by Quintanilla, Headley & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-477-12-09 and WA #4 (PO #632979 - Topographic surveying - Faysville Pumps).

BACKGROUND

Invoice # 7281-QHA-C-08-477-12-09
Reference WA#4 AI#18775 CC 12-1-09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-074-0-733

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

BUDGETARY IMPACT:

PO#632979 available balance as of 1-29-10 is $10,000.00.

Attachments

Link: Invoice#7281-QHA-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:22 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:23 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 08:10 AM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 09:17 AM	APRV

Form Started By: Letty Saenz Started On: 01/22/2010 02:16 PM

Final Approval Date: 01/29/2010

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
1/18/2010	7281

BILL TO

Hidalgo County Precinct No. 4
Attn: Toni Mata
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
SAN CARLOS DRAIANGE IMPROVEMENTS FAYSVILLE PUMPS PROJECT TOPOGRAPHIC SURVEYING	10,000.00
WORK AUTHORIZATION No. 4 PURCHASE ORDER No. 632979 CONTRACT No. C-08-477-12-09 CONTRACT AMOUNT $ 10,000.00 PAYMENT REQUEST No. 1 AND FINAL	0.00

HIDALGO COUNTY PCT.#4
RECEIVED BY
JAN 19 2010
DRAINAGE DEPT.
EDINBURG, TEXAS 78542

Thank you for your business!

Total $10,000.00

Purchase Order
COUNTY OF HIDALGO

PO#: 632979

DATE: 12/16/09

VENDOR: 154024 REQ:00166586

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

BUYER: TMATA
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: Contract No:

Pct Req#059

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		
		APPROVED THRU C.C. ON 12/01/09		
		C-08-477-12-09		
1	LOT	Work Authorization No. 4 to provide "topographic surveying" for San Carlos Drainage Improvement Projects, Pct#4-Faysville Pumps (from county park south along east side of U.S. Hwy 281 approximately 3600 linear ft.)	10,000.00	10,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		10,000.00
		********** For Hidalgo County use only		
		9-1339-431-00-124-074-0-733 10,000.00		
		Approved		

FILE COPY

Authorized by: Maritza L. Salazar

AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR

STATE OF Texas

COUNTY OF Hidalgo

Personally appeared before me, the undersigned Notary Public for Alfonso Quintanilla, President of Quintanilla, Headley & Associates, Inc. (Prime Contractor), who being duly sworn by me states on oath that all product supplies and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Surveying Contract for the Hidalgo County Precinct No. 4, San Carlos Drainage Improvements Project-Faysville Pumps, Contract # C-08-477-12-09 , Work Authorization # 4, Purchase Order # 632979, have been paid in full and that the above named Prime Contractor waives any claims and release Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

(Prime Contractor)

By: _____
Alfonso Quintanilla, P.E.

Title: President

Date: 1-18-10

Sworn to and subscribed before me

This the 18th day of JANUARY, 2010.

Lilia A. Quintanilla
Notary Public

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

My Commission Expires 7-23-2012

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JANUARY 22, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7281 CONTRACT #C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7281** IN THE AMOUNT OF **$10,000.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#632979,** ACCOUNT: **9- 1339-431-00-124-074-0-733**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: INV. 7281 &P.O.632979

Leticia Saenz

From: Antonia Mata [antonia.mata@co.hidalgo.tx.us]
Sent: Friday, January 22, 2010 8:52 AM
To: 'Leticia Saenz'
Cc: 'Rumaldo Munoz'
Subject: FW: Scan from a Xerox WorkCentre
Attachments: img-121175946-0001.pdf

Good Morning, Ms Lety please place on agenda.

Tks. Toni

-----Original Message-----
From: WorkCentre 5225 [mailto:itdept@co.hidalgo.tx.us]
Sent: Thursday, January 21, 2010 5:00 PM
To: antonia.mata@co.hidalgo.tx.us
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 4
Attachment File Type: PDF

Device Name: WorkCentre 5225
Device Location:

For more information on Xerox products and solutions, please visit http://www.xerox.com/

AI-19675 **24.B.1.**

Work Authorization #2-Dos Land Surveying-Pct. 1

CC REGULAR

Date:	02/02/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting acceptance and approval of Work Authorization #2 in the amount of $38,665.98 with Dos Land Surveying-Contract #C-09-420-10-20, contracted firm for the provision of surveying services for the Mile 12½ North From FM 493 To Mile 6 West in connection with the Professional Surveying Services For Precinct #1 Projects On An On-Call Basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 1-28-10 $203,221.39, pending year end rollover.

Attachments

Link: Contract Documentation

Link: Work Authorization #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:32 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2010 03:09 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Vangie Garcia Started On: 01/27/2010 05:20 PM

Final Approval Date: 01/29/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-420-10-20

THIS AGREEMENT is made effective the **20th day of October, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DOS LAND SURVEYING, a Limited Liability Corporation** ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services For Precinct #1 Projects (on an on-call basis)"**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within Hidalgo County Precinct No. 1, in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County

for each work order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final**

Payment") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project.** (2) failure of the **Surveyor 's** services to comply with the

requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. **Work Authorization**. After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A",** attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the

Surveyor have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the

performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations,

and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit AC@, issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

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

provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County**. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. **No Waiver**. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless**. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement

in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:
County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Surveyor:
Dos Land Surveying
Attn: Eric Ybarra
P.O. Box 1300
2811 E. Mile 9 S.
Donna, Texas 78537

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit

of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON: 10/20/09

APPROVED AS TO FORM:
Atlas J Hall, LLP
By: _____

COUNTY OF HIDALGO, TEXAS
By: _____
Juan D. Salinas, III, County Judge

SURVEYOR:
Dos Land Surveying
By: _____
Printed Name: Eric Ybarra
Title: President

ATTEST:
_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”
-Services to be Provided by Surveyor

EXHIBIT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT “B”
-Fee Schedule

EXHIBIT "B"

Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2009	Contract Rate 2010	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015
Surveying							
Reg. Public Land Surveyor	$168.00	$176.40	$185.22	$194.48	$204.21	$214.42	$225.14
Party Chief	$126.00	$132.30	$138.92	$145.86	$153.15	$160.81	$168.85
Survey Crew (2 person)	$117.97	$123.87	$130.06	$136.57	$143.39	$150.56	$158.09
Survey Crew (3 person)	$140.02	$147.02	$154.37	$162.09	$170.20	$178.70	$187.64
Survey Technician	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04	$91.39
CADD	$81.90	$86.00	$90.29	$94.81	$99.55	$104.53	$109.75
Secretary	$57.75	$60.64	$63.67	$66.85	$70.20	$73.71	$77.39

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

EXHIBIT "C"
-Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/5/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DOS Land Surveying

212 W. Third St.
Weslaco, TX 77596

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Hartford Insurance	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	61UECK[illegible]005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	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
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issue 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 policy (ies).

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "D"
-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services
Contract No. _____
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional Surveyor of _____, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of project.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____
Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE SURVEYOR:
(NAME OF FIRM)

_____

THE OWNER:
HIDALGO COUNTY

_____

Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

AI-17965 **21.B.1.**

Surveying Contract Approval-Dos Land Surveying-Pct. 1
CC REGULAR

Date: 10/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for consideration, acceptance and approval of final contract document with Dos Land Surveying (authorized for negotiations by CC on 09/22/09) for the provision of surveying services for "Precinct #1 Projects" on an "On-Call" basis and through "Work Authorizations".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Dept. 121 obj. 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source obj. code will be 339 "Other Professional Svcs" on per project basis. Funding source object code may be subject to change depending on type of project/services.

Funding source to be determined once Work Authorizations are issued by vendor on a per project basis.

Please refer to attached expense report (obj. 339) for funding availability as of 10-15-09

Attachments

Link: Contract Documentation
Link: Pct. 1 Expense Report as of 10-15-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:33 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:38 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2009 09:00 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia Started On: 10/08/2009 04:46 PM
Final Approval Date: 10/16/2009

Evangelina Garcia

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, January 27, 2010 4:30 PM
To: 'Evangelina Garcia'
Subject: FW: Work Authorization # 1 Mile 10 and Work Authorization # 2 Mile 12 1/2
Attachments: WORK AUTHORIZATION #2.doc; WA 2 ATTACHMENT A.doc; WA 2 ATTACHMENT B.doc

Vangie: please place the following work auth#2 from Dos Land Surveying on the next CC meeting .. this will be funded from acct 9-1336-431-00-121-041-0-731

From: Tina Buchanan [mailto:tinabuchanan@doslandsurveying.com]
Sent: Friday, November 13, 2009 12:23 PM
To: noe.montez@co.hidalgo.tx.us
Cc: ericybarra@doslandsurveying.com
Subject: Work Authorization # 1 Mile 10 and Work Authorization # 2 Mile 12 1/2

Mr. Montez,

Attached is Work Authorization # 1 and Work Authorization # 2 with Attachments.
The Insurance Certificate will be sent later this afternoon.
If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Tina Buchanan

Dos Land Surveying
212 W, 3rd Street
Weslaco, Texas 78596
Office No. 956-797-4601
Fax No. 956-797-4630

HIDALGO COUNTY

Professional Surveying Services

Contract #C-09-420-10-20

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Dos Land Surveying**, professional surveyor of Weslaco, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Design and right-of-way survey services for Mile 12 1/2 North from FM 493 to Mile 6 West

The scope of services to be provided by the **Surveyor** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $38,665.98.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work .

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE SURVEYOR:
DOS LAND SURVEYING, LLC

THE OWNER:
HIDALGO COUNTY

BY:_____
Eric C. Ybarra

BY:_____
Rene Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

ATTACHMENT "B"
Payment / Fee Schedule

A. Mile 12 ½

Design and Right-Of-Way survey services for mile 12 ½ North from FM 493 to Mile 6 West.

Total : $38,665.98

AI-19610 **24.C.1.**

Engineering Services

CC REGULAR

Date:	02/02/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Precinct No _2__ Projects;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No __2___ Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Pct. staff Y. Cisneros, funding source(s) will be identified prior to approval of contract(s).

Attachments

Link: Grid and Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/28/2010 03:04 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:05 PM	APRV
3	Roland Garcia	Rolando Garcia	01/29/2010 01:19 PM	APRV
4	Auditor's Office	Angela Garcia	01/29/2010 05:25 PM	APRV

Form Started By: Nielda Cavazos

Started On: 01/25/2010 11:08 AM

Final Approval Date: 01/29/2010

HIDALGO COUNTY PRECINCT NO 2

FOR

General Engineering Services

Scoring & Evaluation GRID

Engineering Services

Total Scores	TEDSI Infrastructure	Quintanilla, Headley & Associates	J.E. Saenz & Associates
Scores	95	92	90
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Honorable Hector (Tito) Palacios, Commissioner
Hidalgo County Precinct No. 2

ATTN: Humberto Garza, Chief Administrator

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Secretary

DATE: January 13, 2010

SUBJECT: SOQ –Selection of Professional Engineering Services

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Professional Engineering Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your email request dated January 12, 2010. We ask that the firms you have nominated provide the type of engineering services you require for the project. The "Pool" list specifically identifies the area of engineering services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Engineering Services for
   a) TEDS Infrastructure Group
   b) Quintanilla, Headley and Associates, Inc.
   c) J.E. Saenz & Associates, Inc

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

AI-19692 **24.C.2.**

Requesting approval to execute a Petition for Exclusion for Pct 2
CC REGULAR

Date:	02/02/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Acceptance, and approval to execute a Petition for Exclusion, from Hidalgo County Irrigation District No. 2, for the "Precinct No. 2 Office Complex Subdivision";

b. Requesting approval for payment in the amount of $50.00 to Hidalgo County Irrigation District No. 2 (HCID No. 2) for the, "Precinct No. 2 Office Complex Subdivision" with authority for Auditor to issue a check so as to comply with HCID No. 2 requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

pending carryover, available balance.

Attachments

Link: Petition for Exclusion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2010 11:47 AM	APRV
2	Budget & Management	Erika Zamora	01/29/2010 01:29 PM	APRV
3	Roland Garcia	Rolando Garcia	01/29/2010 03:23 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/28/2010 02:12 PM

Final Approval Date: 01/29/2010

STATE OF TEXAS §
COUNTY OF HIDALGO §

TO: HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

PETITION FOR EXCLUSION

I, Hidalgo County, hereinafter referred to as "Owner", hereby represent and warrant that I am the Owner of the property described as follows, to wit:
(If acreage in Petition differs from that of plat, please provide metes and bounds description)

Precinct No. 2 Office Complex Subdivision
An Addition to the City of Pharr, Being a 15.05-Acre Tract of Land
Out of Lot 229, Kelly Pharr Subdivision,
Hidalgo County, Texas, as per Map Recorded in
Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas

Owner represents and warrants that the property described above (the "Property") is used or intended to be used for non-agricultural purposes and is urban property as defined by Vernon's Annotated Texas Statutes, Article 8280-3.2 and is not intended to be used for agricultural purposes. A copy of the map or plat of the subdivision is attached to this Petition. Owner does hereby irrevocably consent to the exclusion of the Property from the boundaries of Hidalgo County Irrigation District No. 2, hereinafter referred to as "District", and does hereby request that the Property described above be excluded from the boundaries of the District. Owner does hereby irrevocably waive irrigation water service to the Property from the District hereafter.

Owner represents and warrants that all taxes, charges and assessments related to the Property described above due to the District through the date of filing this Petition have been paid, and the exclusion of the Property will not interfere with the District or its facilities from ready and convenient access to other land remaining in the District for irrigation or other District purposes.

Owner does herewith deposited with the District $ 50.00, representing the District's estimate of its reasonable expenses and legal expenses incurred in the exclusion of the Property from the District's boundaries.

Owner agrees and warrants that this Petition and the exclusion of the Property from the District's boundary pursuant to this Petition shall not prejudice, jeopardize or impair any easement or right presently vested or possessed by District that is related to the Property. The execution of this Agreement by Owner shall constitute recognition of the District's rights and shall constitute a grant and conveyance of any and all such easements or rights from Owner to District and such easements and rights shall run with the Property until expressly released in writing by District.

WITNESS MY HAND this the 16 day of December, 20 09.

Owner's signature (Hidalgo County Judge Rene A. Ramirez)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me by the said _____ on this the _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

ACCEPTED on this the _____ day of _____, 20_____.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

By: _____
President

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20_____ by _____, _____ of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, a political subdivision of the State of Texas, on behalf of said subdivision.

_____
Notary Public in and for the State of Texas

AI-19668 **24.D.1.**

Requesting approval of Work Authorization No. 3
CC REGULAR

Date:	02/02/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $2,000.00) as submitted by project appraiser, Leonel Garza Jr. & Associates, LLC for appraisal services for "Lot 6, Salida Del Sol Estates (Mile 7 N)" within Hidalgo County Pct. No. 3 through Contract #C-09-343-10-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-719

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

BUDGETARY IMPACT:

Refer to AI - 19637 transfer of $2,000.00 (2/02/10 CC).

Attachments

Link: WA#3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:25 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:02 PM	APRV
3	Perla Lopez	Perla Lopez	01/28/2010 02:48 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Rocio Villarreal — Started On: 01/27/2010 04:30 PM

Final Approval Date: 01/29/2010

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-343-10-06
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for Lot 6, Salida Del Sol Estates (Mile 7 N) of which will consist of approximately 1 individual report.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No 0-1100-432-0133-001-0719
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. # _3_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3
BY: _____
Joe M. Flores, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE APPRAISER:
LEONEL GARZA JR. & ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be provided by the Appraiser
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Appraiser
ATTACHMENT "D" -	Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals of the Lot 6, Salida Del Sol Estates (Mile 7 N) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals of the Lot 6, Salida Del Sol Estates (Mile 7 N) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3.

Appraisal Report Cost

$ 2,000.00
± 1 Appraisal @ $2,000.00 Per Parcel
= $2,000.00

Included Per Parcel:
1. (3) Original Appraisal Reports
2. (1) Original Appraisal Report with Invoice

Additional Original Reports

$ 150.00 Per Original Copy
This cost shall apply for additional original (color) copies required by the County of Hidalgo.

Updated/Revised Reports

$ 1,000.00 Per Parcel
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.

Condemnation Hearing Cost

Hourly Rate = $ 150.00 Per Hour
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial

Hourly Rate = $ 250.00 Per Hour
Plus Expenses

Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

AI-19686 **24.D.2.**

Requesting approval of Work Authorization No. 4 with L&G Engineering
CC REGULAR

Date:	02/02/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance, and approval of Work Authorization No. 4 (with a estimated cost of $3,954.43) for "Tordillo Rd (Bus 83 to Mile 1 South)" with L&G Engineering, to provide engineer services to Hidalgo County Precinct No. 3. C-09-177-05-26

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 1/29/10 is $176,519.43.

Attachments

Link: WA#4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 03:06 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:07 PM	APRV
3	Perla Lopez	Perla Lopez	01/29/2010 09:13 AM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/28/2010 11:35 AM

Final Approval Date: 01/29/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-9-177-05-26
Work Authorization Form

WORK AUTHORIZATION NO. 04

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – **Tordillo Road** ***(Business 83 to Mile 1 South)***

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$3,954.43.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:
Account No. 0-1203-431-40-123-605.0-731
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Tordillo Road (Business 83 to Mile 1 South) Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Tordillo Road (Business 83 to Mile 1 South).**

Project in Hidalgo County Precinct No. Three (3).

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

***PROJECT*: Tordillo Road (Business 83 to Mile 1 South) Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-177-05-26.**

ATTACHMENT "D"

Cost Proposal

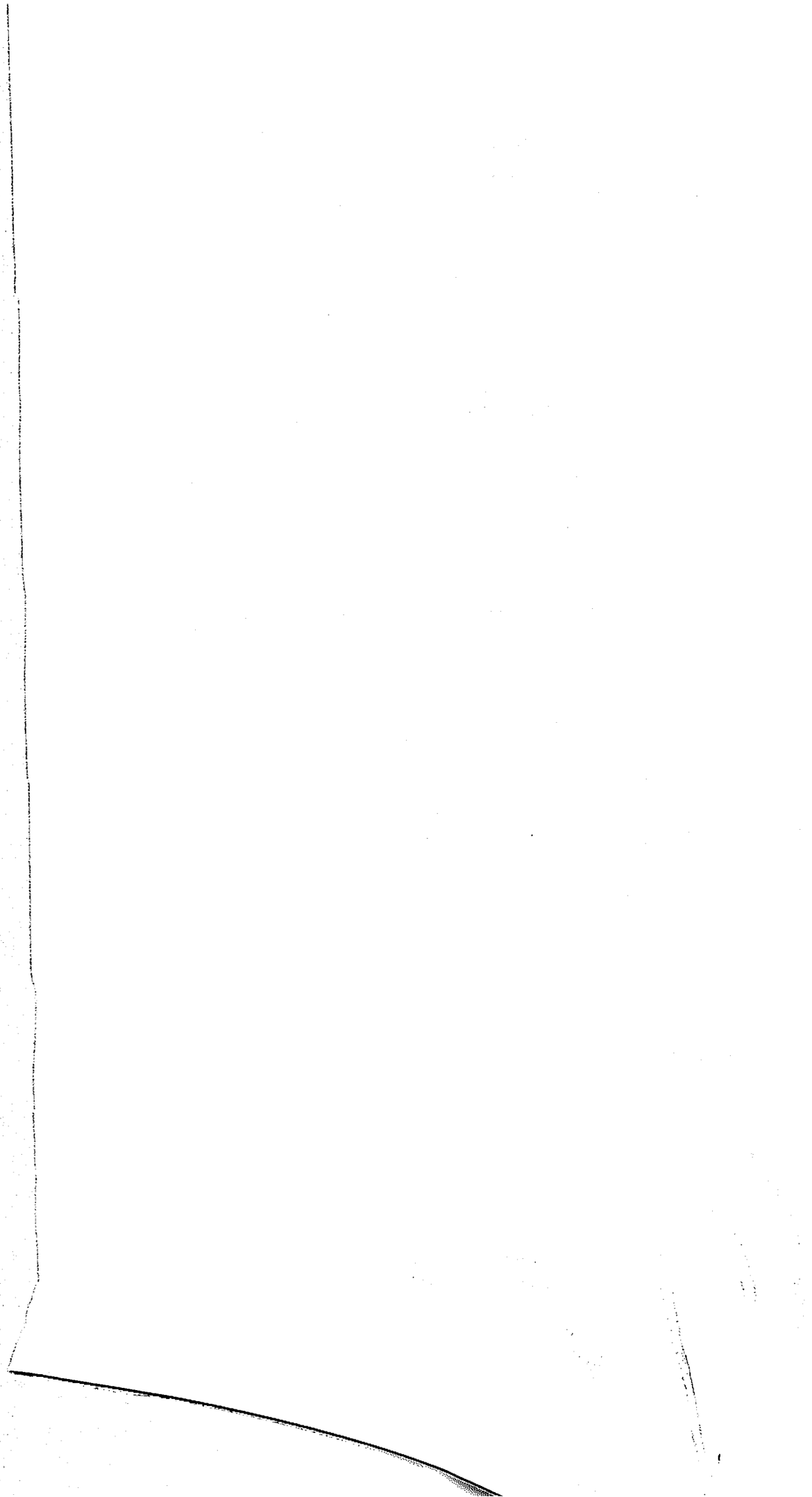
PROJECT: **Tordillo Road (Business 83 to Mile 1 South) Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

Attachment D
Tordillo Road - Business 83 to Mile 1 South (Approx. 6,000 Lf x 28Ft. Wide)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	5	Hrs.	$44.40	$222.00
Trip Charge	30	Mi.	$0.48	$14.40
Atterberg	2	Ea.	$73.95	$147.90
Moisture-Density Determ	2	Ea.	$197.35	$394.70
Reports	2	Ea.	$21.90	$43.80
Eng. Spec.	1	Hrs.	$110.95	$110.95
Engineer	1	Hrs.	$148.00	$148.00
			Sub.	**$1,081.75**
Roadway Subgrade Field Density Testing				
Tech Time	8	Hrs.	$44.40	$355.20
Trip Charge	60	MI	$0.48	$28.80
Comp. Test	13	Ea.	$22.20	$288.60
Reports	4	Ea.	$21.90	$87.60
Eng. Spec.	1	Hrs.	$110.95	$110.95
Engineer	1	Hrs.	$148.00	$148.00
			Sub.	**$1,019.15**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.40	$133.20
Trip Charge	15	Mi.	$0.48	$7.20
Sieve Analysis	1	Ea.	$55.45	$55.45
Texas Wet Ball Mill	1	Ea.	$215.85	$215.85
Atterberg	1	Ea.	$73.95	$73.95
Moisture-Density Determ	1	Ea.	$197.35	$197.35
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$834.38**
Base Material Field Density Testing				
Tech Time	8	Hrs.	$44.40	$355.20
Trip Charge	60	MI	$0.48	$28.80
Comp. Test	13	Ea.	$22.20	$288.60
Reports	4	Ea.	$21.90	$87.60
Eng. Spec.	1	Hrs.	$110.95	$110.95
Engineer	1	Hrs.	$148.00	$148.00
			Sub.	**$1,019.15**

Estimated Construction Material Testing Fees **$3,954.43**



AI-19604 **24.E.1.**

Pct 4-Prof. Services Agreement-Title Company Related Servcies
CC REGULAR

Date:	02/02/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional services agreement with VALLEY LAND TITLE COMPANY, LTD. for the purposes of "Title Company Related Services" for the (Trenton Drain as part of the San Carlos Drainage Improvements Project) in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Title Companies by C.C. on 10/20/09).

BACKGROUND

Contract Document (approved as to form by legal counsel)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-124-072-0-711

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

BUDGETARY IMPACT:

Funding pending cancellation of PO#628733, and 2009 carryover.

Attachments

Link: Contract Document-Apprvd as to Form

Link: email apprvd as to form

Link: addl backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:24 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:42 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/29/2010 04:05 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Letty Saenz Started On: 01/22/2010 05:03 PM

Final Approval Date: 01/29/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-445-02-02

THIS AGREEMENT is made effective the 2ND day of **February, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd** ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: ***"Title Company Related Services" for the (Trenton Drain as part of the San Carlos Drainage Improvements Project)" in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4***; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool "Title Companies", and

WHEREAS, from which "Title Company" has been selected from the "Pool" of pre-qualified Title Companies from response to the Request for Qualifications (RFQ),and

WHEREAS, County has determined that the services of "Title Company" are sometimes necessary to carry out the required title company related activities; and

WHEREAS, pursuant to Texas Government Code Section 262.024 (A) 4, "Professional Services for Title Company related Services," Government Code, the County requested proposals from "title companies" to assist the County by providing title company related services; and

WHEREAS, the County has selected the Title Company to provide Title Company related Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Companies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company do mutually agree as follows:

1. **Scope of Services.** Title Company agrees to provide to County ***"Title Company Related Services" for the (Trenton Drain as part of the San Carlos Drainage Improvements Project)" in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4***; as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Company." ***In the event the Title Company does not provide the Title Company related Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a Title Company related services is secured from another Title Company, Title Company will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by the Title Company that Hidalgo County has caused or delayed thus preventing the Title Company from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Title Company must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of a Title Company.** Hidalgo County reserves the right to request services from other sources other than the Title Company and shall not be in violation of any terms or conditions of this Agreement.

This Agreement shall terminate at the close of business**upon completion of this project**.

3. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **upon completion of the projet**. The Title Company will not begin work or incur costs until authorized in writing by the County for eachpurchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company. The Title Company is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of

submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Company shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a purchase order, the Title Company shall undertake and complete the authorized work. The County or the Title Company can request conferences to be provided at the Title Company's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Company, the County shall require the Title Company to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Company, the County will reimburse the Title Company for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Title Company shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents furnished to the County by the Title Company or furnished to the Title Company by the County shall be delivered to and become the property of the County. The Title Company may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Title Company must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company under this Contract. Notwithstanding the foregoing sentence, Title Company represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Title Company agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Company, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Company, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Title Company should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Title Company:	Valley Land Title Company, Ltd Attn: Paul R. Rodriguez, C.E.O. 612 Nolana, Suite 570 McAllen, Texas 78504

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

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as ofteas may be appropriate

24. Authority. The execution and performance of this Contract by County and Title Company have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County andTitle Company in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

TITLE COMPANY:
VALLEY LAND TITLE COMPANY, LTD

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONERS COURT ON _____, 2010.

APPROVED AS TO FORM:

By:_____

EXHIBIT "A-1"

Request for Qualifications (RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS(RFQ) CHECKLIST

HIDALGO COUNTY
"TITLE COMPANY SERVICES (POOL)"
RFQ NO. 06-331-09-20-otm

1. **Request For Qualifications Letter.**

2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**

3. **Exhibit "A" Requirements consisting of 6 pages.**

4. **Exhibit "B" Evaluation consisting of 4 pages.**

5. **Exhibit "C" Insurance Requirements consisting of 3 pages.**

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.**

7. **Vendor/Bidder Application and W-9 form consisting of 3 pages.**

7. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

September 04, 2006
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 04, 2006

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"TITLE COMPANY SERVICES (POOL)"**
RFQ No: 06-331-09-20-otm

Dear Gentlemen:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm
Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 06-331-09-20-otm	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"TITLE COMPANY SERVICES (POOL)"

September 20, 2006

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. Sealed Statements of Qualifications will be received for **"HIDALGO COUNTY–TITLE COMPANY SERVICES (POOL)"**in accordance with the specifications attached as Exhibit "A" hereto. RFQs should address all specifications set forth. Vendors 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 RFQ.

2. One (1) original and seven (7) copies of all RFQs are required with the vendor's 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: **"REQUEST FOR QUALIFICATIONS 06-331-09-20-otm HIDALGO COUNTY-TITLE COMPANY SERVICES (POOL)"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, SEPTEMBER 20, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

3. 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 vendor, or to reject all RFQs and re-advertise.

4. For work to be performed at a County owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the dollar amount of the RFQ.

5. No bid may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQs.

8. Costs are to be net F.O.B., County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. 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 RFQ 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.

11. 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.

12. 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

13. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful vendor
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY-TITLE COMPANY SERVICES (POOL)"** 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
100 East Cano, 3rd Floor
Edinburg, Texas 78539
956-318-2511

14. Schedule of Events

RFQ Acceptance, 9:30 AM	**September 20, 2006**
Award of Contract	_____, 2006
Commence Work or Deliver Products	_____, 2006

15. 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 vendor 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 vendors 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 vendor 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.

16. 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.

17. 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 Purchasing Dept. 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 vendor 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 Purchasing Dept. located at 100 E. Cano, Edinburg, Texas 78539-Hidalgo County Administration Bldg.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

18. If, during the life of any contract or RFQ awarded, the successful vendor'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.

19. RFQs, 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.

20. Minimum Standards For Responsible Prospective Vendor: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor, by submitting a RFQ, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;
. 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.

21. Successful vendor 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 vendor'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.

22. Any contract award to a successful vendor 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.

23. 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 vendor; County reserves the right to terminate any contract immediately in the event a successful vendor fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

24. Successful vendor 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 vendor, or of any agent, employee, subcontractor or supplier of successful vendor 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 vendor 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 vendor'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 vendor.

25. Successful vendor 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 vendor 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.

26. 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.

27. The successful vendor 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.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
"TITLE COMPANY SERVICES (Pool)"
BID NO.: 06-331-09-20-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - 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 vendor proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned vendor 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.

Vendor acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Vendor 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.

Vendor 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,

Vendor: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

TITLE COMPANY SERVICES (POOL)

Hidalgo County is seeking to establish a **"Pool"** of qualified title companies for the purpose of providing and rendering title policy related services on an "AS NEEDED BASIS." The County of Hidalgo Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Title Company Services (Pool)"** as specified herein.

Statements of qualifications will be accepted until **9:30 A.M., Wednesday, September 20, 2006. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 06-331-09-20-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, September 13, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 15, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County Boot Camp 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 Qualifications (RFQ) 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 bidding 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.

PROPOSAL DELIVERY: Hidalgo County Boot Camp requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date, stamp, and initial the envelope when dropping bid off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County Boot Camp reserve the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Boot Camp.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ&P REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PURPOSE: The County of Hidalgo is requesting Statements of Qualifications from interested firms with experienced in providing "Title Company Services (Pool). The purpose of soliciting Statements of Qualifications is to develop a "Pool" of pre qualified title companies from which title company related services may be required and engaged on as "As Needed Basis". These title services are required but not limited to acquisition of property for which Texas Department of Transportation funding is involved. The term of the "Pool" will be for a period of two (2) years with the option to renew for an additional one (1) year, under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforseen delay in award of new bid for next contract term.

I. FIRM QUALIFICATIONS

A. The firm must possess a current license from the Texas Board of Insurance.

B. The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
   a. Title Examiners
   b. Closing Officers
   c. Escrow Agents

C. The provider should have experience with State (i.e. Tx Dot), County and other governmental entities as well as private sector firms.

II. SCOPE OF TITLE COMPANY SERVICES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Title Reports
2. Title Searches, i.e., Title Certificates
3. Title Commitments
4. Title Policy
5. Escrow Agent Services, when requested by the County

III. RFQ REQUIREMENTS

Each proposal must address, but may not be limited to , the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. Provide the number of staff members available in order to render (but not be limited to) all the services described and listed herein.
5. List three governmental projects with names, addresses, and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company had the capability to deliver the services required on a timely basis.

   a. State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm. Also, state your firm commitment to comply or exceed (state how) the completed "Title Policy" within the seven (7) to ten (10) days. Include a copy of "Texas Title Insurance Premium Rates".

   b. State in how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.

   c. State how much personnel or staff will be assigned to rendering the services required.

   d. State in detail what "other services" are not included in the rates provided.

IV. EVALUATION CRITERIA

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Staffing and Experience

2. Capability to perform all the services required (as stated in Section III herein) for the noted projects in a timely manner, namely; **a)** to produce the title report in the amount of days; **b)** to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel; and **c)** to complete "Escrow Agent Related Services" as per commitment.

3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedure.

4. "Other Services" not included in the "Texas Title Insurance Premium Rates"

V. REQUEST FOR SERVICES & EVALUATION PROCESS

A department requiring Title Company Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

A department requiring Title Company Services will review, evaluate and rank the Qualifications utilizing the evaluation criteria noted below. Based on the department's review evaluation and considering how many parcels are required a company or companies will be selected to provide the services. A company may be asked to submit supplemental information. Requests for title policy related services will be in the form of a fully executed "Purchase Order" and will be forwarded to the firm(s) in the order of their ranked evaluation on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.

VI. INVOLUNTARY TERMINATION:

The approval of a vendor as pre qualified to perform work for the County under this RFQ shall be deemed to be terminated and the vendor removed from the qualified vendor list upon occurrence of any of the following:

1. The death of the vendor, if an individual, or the primary professional member, if a firm or entity.

2. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas.

3. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre qualified.

4. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time.

5. The failure or refusal of the vendor to comply with the reasonable polices,

standards, and regulations of Hidalgo County, which may from time to time be established; provided however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

6. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

VI. CONTRACT AWARD

The County does not guarantee that a contract will be awarded as a result of the RFQ. In the event that a contract award is made, but the contract is not executed, the County does not guarantee that the contract will be re-awarded.

VII. RESPONSE DEADLINE

Response to the RFQ must be received at the Office of Martha L. Salazar, CPPB-Purchasing Agent, Hidalgo County Purchasing Department-100 E. Cano (4th Floor)-Edinburg, Texas 78539, by no later than September 20, 2006 at 9:30 a.m. for consideration. Please refer to Legal Notice, No. 2 on Page 2, RFQ #2006-331-09-20-otm and also in Exhibit "A" (Requirements), Page 1 of this section.

EXHIBIT B

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

TITLE COMPANY SERVICES (POOL)

SELECTION CRITERIA

RFQ NO. 06-3331-09-20-otm

EVALUATION CRITERIA GUIDELINES

TITLE COMPANY SERVICES

The following criteria will be used to evaluate Statements of Qualifications:

1. Staffing and experience

2. Capability to perform all the services required (as Stated in Section III) for the noted projects in a timely manner, namely; a) to produce the title report as stated in vendor's response to RFQ; b) to meet or exceed schedules and deadlines of a maximum of seven (7) to ten (10) business (working) days per parcel.

3. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures.

4. "Other Services" not included in the "Texas Title Insurance Premium Rates".

RFQ EVALUATION AND SCORING CRITERIA

The Respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **Firm's Qualifications and Staffing:** **Total Point Possible 20 Pts.**

   A. Years in business (10 pts.)

   B. Number of Staff/personnel in each area of service required (10 pts.)

2. **Firm Capabilities to perform all services required:** **Total Point Possible 55 Pts.**

   A. Days between "Order" and "Title Report" (30 pts.)

   B. Days to complete "Title Policy" (10 pts.)

   C. Days to complete "Escrow Agent Services" (05 pts.)

   D. Staff assigned to County's work (10 pts.)

3. **Experience** **Total Points Possible 15 pts.**

   A. Recent experience with Hidalgo County, Tx Dot Requirements and Procedures (10 pts.)

   B. Number of similar governmental projects listed (05 pts.)

4. **"Other Services" not limited in the "Texas Title Insurance Premium Rates"** **Total Possible Points 10 pts.**

   (10 pts.)

GRAND TOTAL 100 pts.

RFQ EVALUATION AND SCORING SHEET

The Respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1.	**Firm's Qualifications and Staffing:**		**Total Point Possible**	**20 Pts.**
	A.	Years in business	(10 pts.)	_____
	B.	Number of Staff/personnel in each area of service required	(10 pts.)	_____
2.	**Firm Capabilities to perform all services required:**		**Total Point Possible**	**55 Pts.**
	A.	Days between "Order" and "Title Commitment"	(30 pts.)	_____
	B.	Days to complete "Order" and "Title Policy"	(10 pts.)	_____
	C.	Days to complete "Escrow Agent Services"	(05 pts.)	_____
	D.	Staff assigned to County's work	(10 pts.)	_____
3.	**Experience**		**Total Points Possible**	**15 pts.**
	A.	Recent experience with Hidalgo County, Tx Dot Requirements and Procedures	(10 pts.)	_____
	B.	Number of similar governmental projects listed	(05 pts.)	_____
4.	**"Other Services" not limited in the "Texas Title Insurance Premium Rates"**		**Total Possible Points**	**10 pts.**
	TOTAL POINTS OUT OF 100 POINTS POSSIBLE			***_____* Pts.**

COMMENTS:

_____

_____

_____

_____

Evaluator: _____ Department: _____

Print Print

Date: _____

EXHIBIT "C"

Insurance Requirements

The Submitter awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the submitter 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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

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;

4. A One Million Dollar ($1,000,000.00) minimum Professional Liability (Errors & Omissions) insurance policy.

5. Workers compensation insurance in amounts established by Texas law, unless the Submitter is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
_____,

Company/Submitter

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired upon notification of intent to award RFQ&P at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of RFQ&P and to execute a contract between our Company and the County.)

❒ will acquire additional amount needed to meet the County's requirements upon notification of intent to award RFQ&P at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____
_____

Professional Liability. $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of RFQ&P and to execute a contract between our Company and the County.) **OR**

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Submitter: Failure to provide Certificates of Insurance at Commissioners' Court will cause the RFQ&P award to be rescinded and then awarded to next lowest submitter. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY RFQ&P 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 RFQ&P, 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 RFQ&P packet in order to expedite the RFQ&P evaluation process. Failure to provide said documentation will result in the disqualification of your RFQ&P.**

_____ _____

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 is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

Signature of person doing business with the governmental entity

Date

HIDALGO COUNTY
PURCHASING DEPARTMENT

VENDOR NO.: _____ **ENTRY DATE:** _____

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name	**Telephone No. ( )**
Mailing Address	**Fax No. ( )**
City, State, Zip	**Tax I.D. No.**
Remit to Address	**City, State, Zip**
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation**

_____ **LLC** _____ **Other, Specify** _____

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **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:

- ❒ Less than 125,000 annual gross receipt
- ❒ Less than 250,000 annual gross receipt
- ❒ Less than 499,000 annual gross receipt
- ❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ❒ Black American
- ❒ Hispanic American
- ❒ Asian Pacific American
- ❒ Native American
- ❒ Women
- ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ **Yes** ❒ **No**

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ❒ **Yes** ❒ **No**

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ❒ **Yes** ❒ **No**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ State General Services 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 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): ❒ State General Services 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): ❒ State General Services 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): ❒ State General Services Commission ❒ Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. March 1994)
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.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

OR

Employer identification number

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

▶

Part III 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 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.

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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see Part III instructions on page 2.)

Sign Here Signature ▶ Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could 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.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. 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
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

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 "A"

Services to be provided by Title Company
for
Hidalgo County Precinct No. 4

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190
www.rodriguezp@valleylandtitleco.com

December 1, 2009

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78530

Re: Title Company Related Services-Trenton Drain as part of the San Carlos Drainage Improvement Project within Hidalgo County Precinct No. 4.

Dear Ms. Saenz:

Pursuant to your e-mail of November 23, 2009, our company is pleased to present our bid proposal for Title Company Related Services for the Trenton Drain as part of the San Carlos Drainage Improvement Project within Hidalgo County Precinct No. 4 in connection with the acquisition of land, rights of way, easements, condemnations and disposition of county owned property. The services and related fees would be the following:

Title Report – This report documenting the ownership, outstanding encumbrances, liens and judgments would be provided at a cost of $300 per parcel if a title policy is not provided.

Title Policy – The charge for issuing title insurance is regulated by the Texas Department of Insurance. Attached to this letter is a matrix outlining the attributable charge.

Escrow Service – The charge for providing escrow or closing service on the sale or purchase of a property is $250.00.

Tax Service – We issue a certificate disclosing outstanding property taxes at a cost of $52.50 per parcel.

If you require additional information or clarification please call me at 383-2708 or e-mail me at rodriguezp@valleylandtitleco.com. I am also attaching a copy of our current insurance certificate. We look forward to providing these services to Precinct No. 4.

Respectfully submitted,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT "B"

Fee Schedule
for
Hidalgo County Precinct No. 4

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190
www.rodriguezp@valleylandtitleco.com

December 1, 2009

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78530

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If you require additional information or clarification please call me at 383-2708 or e-mail me at rodriguezp@valleylandtitleco.com. I am also attaching a copy of our current insurance certificate. We look forward to providing these services to Precinct No. 4.

Respectfully submitted,

Paul R. Rodriguez
Chief Executive Officer

TEXAS
SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE
Effective February 1, 2007

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
$10,000	$229	$32,500	$383	$55,000	$536	$77,500	$690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

Premiums shall be calculated as follows for policies in excess of $100,000

For policies of $100,001 - $1,000,000
Basic Premium
(1) Subtract $100,000 from policy amount
(2) Multiply result in 1, (1) by **0.00534**
and round to nearest whole dollar
(3) Add **$843** to result in 1, (2).

2. **For policies of $1,000,001-$5,000,000**
Basic Premium
(1) Subtract $1,000,000 from policy amount
(2) Multiply result in 2, (1) by **0.00439**
and round to nearest whole dollar
(3) Add **$5,649** to result in 2,(2).

3. **For policies of $5,000,001 - $15,000,000**
Basic Premium
(1) Subtract $5,000,000 from policy amount
(2) Multiply result in 3,(1) by **0.00362**
and round to nearest whole dollar
(3) Add **$23,209** to result in 3,(2).

4. **For policies of $15,000,001 - $25,000,000**
Basic Premium
(1) Subtract $15,000,000 from policy amount
(2) Multiply result in 4,(1) by **0.00257**
and round to nearest whole dollar
(3) Add **$59,409** to result in 4,(2).

5. **For policies in excess of $25,000,000**
Basic Premium
(1) Subtract $25,000,000 from policy amount
(2) Multiply result in 5,(1) by **0.00154**
and round to nearest whole dollar
(3) Add **$85,109** to result in 5,(2).

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JP
VALL-03

DATE (MM/DD/YYYY)
01/15/10

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, suite 570
McAllen TX 78504

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Ins. Co.	40282
INSURER B:	Texas Mutual Insurance Co.	22945
INSURER C:	Scottsdale	
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	PACP8237B467TLC	01/16/10	01/16/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A A A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Un/Underinsured	BA7570H368 $1,000,000	01/16/10	01/16/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $5000	ISFCUP2868Y190	01/16/10	01/16/11	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SBP0001165219	01/16/10	01/16/11	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ $
C		OTHER Real Estate Prof.	EKS3000416	01/16/10	02/16/10	Limit retention	1,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDCOED

County of Hidalgo
2812 So. 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
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

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Leticia Saenz

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Friday, January 22, 2010 4:56 PM
To: 'Leticia Saenz'
Subject: FW: FINAL DRAFT-PROF SVC CONTRACT-VALLEY LAND & TITLE CO-PCT 4

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, January 22, 2010 4:54 PM
To: Ramon
Subject: Re: FINAL DRAFT-PROF SVC CONTRACT-VALLEY LAND & TITLE CO-PCT 4

The Valley Land contract for Trenton drain is fine.

----- Original Message -----
From: Ramon
To: 'Steve Crain' ; 'Salinas Espinosa Mercedes'
Sent: Friday, January 22, 2010 2:36 PM
Subject: FW: FINAL DRAFT-PROF SVC CONTRACT-VALLEY LAND & TITLE CO-PCT 4

For your

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, January 22, 2010 2:04 PM
To: ramon.vela@co.hidalgo.tx.us; 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FINAL DRAFT-PROF SVC CONTRACT-VALLEY LAND & TITLE CO-PCT 4
Importance: High

For your final review.

Mr. Vela,

Please forward to Mr. Crain (Atlas & Hall) for final review and approval of the attached draft professional services agreement w/ Valley Land & Title Company.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

PURCHASE ORDER CANCELLATION REQUEST

TO: COUNTY AUDITOR

DEPARTMENT: HIDALGO COUNTY PCT. #4

DATE: January 29, 2010

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IT THEY IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS INVOICE(S) PREVIOUSLY OR "CURRENTLY" BEING SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
628733	South Texas Land Investigations	$8,100.00	$0.00	$8,100.00	$8,100.00
Account to be Credited 9-1339-431-00-124-072-0-711					$8,100.00

REASON : (BRIEFLY EXPLAIN): P.O. needs to be liquidated because it was no longer needed.

AUTHORIZATION _____ January 29, 2010
DEPARTMENT HEAD DATE

APPROVED BY: _____ _____
PURCHASING DEPARTMENT DATE

APPROVED BY: _____ _____
HIDALGO COUNTY AUDITOR DATE

REF: _____

COUNTY AUDITOR'S FORM: SFA-CA-022
REVISED: 10/22/2001

AI-19645 **24.F.1.**

BCAP - Pct 1- Round III - Road Construction for Colonia Boyce Award Recommendation

CC REGULAR

Date:	02/02/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Discussion and applicable action on a recommendation by project engineer Rodriguez Engineering to award to the lowest bidder meeting all specifications: M Construction LTD in the amount of $92,657.00 for Bid No. CAP-09-469-12-23-YSI “Road & Drainage Construction for Colonia Boyce.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-232-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Pct. 1 BCAP Colonia Boyce for funding availability as of 1-28-10, pending year end carryover.

Attachments

Link: colonia boyce eng recomend

Link: colonia boyce c br down

Link: req txdot award conc colonia boyce

Link: Pct. 1 BCAP Colonia Boyce expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 09:45 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:56 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2010 02:00 PM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 10:54 AM	APRV
5	Martha Salazar	Nielda Cavazos	01/29/2010 11:49 AM	APRV

Form Started By: Yvette Islas Started On: 01/27/2010 01:53 PM

Final Approval Date: 01/29/2010

RODRIGUEZ ENGINEERING

200 South Cage Blvd., Pharr, Texas 78577

December 30, 2009

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re: Letter of Recommendation
Border Colonia Access Program Round 3 – Precinct #1
Boyce Subdivision Bid # CAP-09-469-12-23-YSI

Mr. Vargas,

We have reviewed the unit base bid amount totals submitted from 9 construction companies for the above mentioned project. After review and tabulation of the unit base bid, M Construction Inc., has submitted the lowest total base bid proposal of $92,657.00. Valley Paving, Asago Construction, Garcia & Martinez Paving, O.G. Construction, J.M. Construction, IOC Company, Sascon Inc., and D.M. Roth Inc. also submitted bids for the project (see attached bid tabulation sheet). M Construction has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that M Construction be awarded the project for the total base bid in the amount of$92,657.00. Construction is expected to be completed in 90 calendar days.

Respectfully Submitted,

Leo L. Rodriguez, P.E., R.P.L.S.
Principal

S:\ENG\ENG 2009\Eng 09.008_Hidalgo County Colonias_3rdCall_Pct1\Misc Documents\Recommendation Letter Boyce Sub.doc

Colonia Boyce Subdivision
CSJ: 3C1080232
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	23.23	STA	$300.00	$6,969.00
152	6" Road Grader work (Dens Cont) Subgrade	5732	SY	$1.00	$5,732.00
247	6" Flex Base (Compl in Place) (TY J) (GR6 CL2)	5732	SY	$6.00	$34,392.00
310	Prime Coat (MC-30)	1147	GAL	$5.00	$5,735.00
340	Asph Conc ACP Surface (TY "D") (1.5")	5197	SY	$7.00	$36,379.00
500	Mobilization	1	LS	$3,000.00	$3,000.00
502	Barricades, Signs and Traffic Handling	3	MO	$150.00	$450.00
	SubTotal Base Bid →				**$92,657.00**
	DRAINAGE				
	SubTotal Drainage →				**$0.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$92,657.00**

Roadwork Allocation:	$ 134,457.58
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 134,457.58
Low Base Bid Roadwork	$92,657.00
Overrun/Underrun	$41,800.58

Drainage Allocation:	$ -
Transfer In: Other Projects	
Total Allocation and Transfer	$0.00
Drainage Cost:	$0.00
Overrun/Underrun	$0.00

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

27 January 2010

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-469-12-23-YSI 3rd Call Projects; Colonia Boyce Subdivision
CSJ: 3C1080232

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Rodriguez Engineering has reviewed bids and tabulations and is recommending M Construction Inc. of McAllen, Texas as the low bidder for the above-referenced project. The amount budgeted for Colonia Boyce Subdivision is $134,547.58 for road work for a total of $134,547.58. Based on the low bid amounts, the County anticipates an underrun for this project. The low bid award will be for roadwork only as no funds were appropriated for drainage. Precinct 1 initially wanted roadwork only as they do not have any drainage problems in this subdivision.

The award will be to the low bidder M Construction Inc. with a low bid amount of $92,657.00 for Colonia Boyce subdivision. The bids received were as follows:

Contractor	Read Total	Correct Total
OG Construction	$110,601.00	$110,601.00
Sascon, Inc.	$102,284.25	$102,284.25
Garcia & Martinez Paving, Inc.	$103,634.10	$103,634.10

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
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Asago Construction	$108,681.50	$108,681.50
Valley Paving Inc	$95,324.10	$95,324.10
IOC Company, Inc.	$98,389.95	$98,389.95
M Construction LTD	$92,657.00	$92,657.00
D. M. Roth, Inc.	$141,223.00	$141,223.00
J. M. Construction	$113,014.00	$113,014.00

Commissioner Sylvia S. Handy concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Sylvia S. Handy, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Lorie Ochoa, Chief Administrator Precinct 1 (email)
John Paul Lugo, Precinct 1 BCAP Coordinator (email)
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-232-0-312	COLONIA BOYCE-INDIRECT COST	.00	1,121.23	.00	328.71	792.52	29.32
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	2,154.33	8,617.31	.00	100.00
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,213.74	213.60	.00	100.00
9-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	.00	97,924.00	.00	.00	97,924.00	.00
9-1312-431-00-121-232-0-899	COLONIA BOYCE-CONTINGENCY	.00	21,303.37	.00	.00	21,303.37	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**134,547.58**	**5,368.07**	**9,159.62**	**120,019.89**	**10.80**
9 YEAR 9		**.00**	**134,547.58**	**5,368.07**	**9,159.62**	**120,019.89**	**10.80**

AI-19678 **24.F.2.**

BCAP - Pct 1- Round III - Road & Drainage Construction for Mary Ann Subdivision

CC REGULAR

Date:	02/02/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Discussion and applicable action on a recommendation by project engineer Rodriguez Engineering to award to the lowest bidder meeting all specifications: M Construction LTD in the amount of $152,253.00 for: Road & Drainage Construction of Mary Ann Subdivision- Bid No. CAP-09-471-12-23-YSI.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-895-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report as of 1-28-10 for funding availability for Pct. 1 BCAP Mary Ann S/D, pending year end rollover.

Attachments

Link: mary ann c br down

Link: mary ann req txdot cnc

Link: mary ann eng recomend

Link: mary ann bid tab sheet

Link: Mary Ann expense report as of 1-28-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:38 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/28/2010 03:26 PM	APRV
4	Auditor's Office	Linda Fong	01/29/2010 08:47 AM	APRV

Form Started By: Yvette Islas Started On: 01/28/2010 08:40 AM

Final Approval Date: 01/29/2010

Mary Ann Subdivision
CSJ: 3C1080895
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	25.46	STA	$300.00	$7,638.00
152	6" Road Grader work (Dens Cont) Subgrade	7385	SY	$1.00	$7,385.00
247	Flex Base (RD DEL) TY "E" GR4	7385	CY	$6.00	$44,310.00
310	Prime Coat (MC-30)	1476	GAL	$5.00	$7,380.00
340	Asph Conc ACP Surface (TY "D") (1.5")	6786	SY	$7.00	$47,502.00
500	Mobilization	1	LS	$3,000.00	$3,000.00
502	Barricades, Signs and Traffic Handling	3	LS	$150.00	$450.00
	SubTotal Base Bid →				**$117,665.00**
	DRAINAGE				
247	Flex Base (Compl in place) (TY D GR6 CL4)	1105	SY	$ 6.00	$6,630.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	4	EA	$550.00	$2,200.00
506	Temporary Sediment Control Fence (remove)	270	LF	$1.00	$270.00
506	Temporary Sediment Control Fence (Install)	270	LF	$2.00	$540.00
530	Driveways (Asphalt, Concrete, Pavement)	841	SY	$12.00	$10,092.00
556	15" RCP Storm Drain CL III	760	LF	$15.00	$11,400.00
556	18" RCP Storm Drain CL III	192	LF	$18.00	$3,456.00
	SubTotal Drainage →				**$34,588.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$152,253.00**

Roadwork Allocation:	$ 152,036.00
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 152,036.00
Low Base Bid Roadwork	$117,665.00
Overrun/Underrun	$34,371.00

Drainage Allocation:	$ 28,800.00
Transfer In: Roadwork 899	$ 5,788.00
Total Allocation and Transfer	$34,588.00
Drainage Cost:	$34,588.00
Overrun/Underrun	$0.00

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

27 January 2010

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-471-12-23-YSI 3rd Call Projects; Mary Ann Subdivision
CSJ: 3C1080895

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Rodriguez Engineering has reviewed bids and tabulations and is recommending M Construction Inc. of McAllen, Texas as the low bidder for the above-referenced project. The amount budgeted for Mary Ann Subdivision is $152,036.00 for road work and $28,800.00 for drainage work for a total of $180,836.00. Based on the low bid amounts, the County anticipates an underrun for this project.

The award will be to the low bidder M Construction Inc. with a low bid amount of $152,253.00 for Mary Ann subdivision. The bids received were as follows:

Contractor	Read Total	Correct Total
OG Construction	$199,695.00	$199,295.00
Sascon, Inc.	$180,258.40	$180,258.40
Garcia & Martinez Paving, Inc.	$165,326.95	$165,326.95

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301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Asago Construction	$162,861.00	$162,861.00
Valley Paving Inc	$164,997.90	$164,997.90
IOC Company, Inc.	$188,304.20	$188,304.20
M Construction LTD	$152,253.00	$152,253.00
D. M. Roth, Inc.	$214,491.00	$214,491.00
J. M. Construction	$199,575.00	$199,575.00

Commissioner Sylvia S. Handy concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Sylvia S. Handy, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Lorie Ochoa, Chief Administrator Precinct 1 (email)
John Paul Lugo, Precinct 1 BCAP Coordinator (email)
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

RODRIGUEZ ENGINEERING
200 South Cage Blvd., Pharr, Texas 78577

December 30, 2009

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re: Letter of Recommendation
Border Colonia Access Program Round 3 – Precinct #1
Maryann Subdivision Bid # CAP-09-471-12-23-YSI

Mr. Vargas,

We have reviewed the unit base bid amount totals submitted from 9 construction companies for the above mentioned project. After review and tabulation of the unit base bid, M Construction Inc., has submitted the lowest total base bid proposal of $152,253.00. Asago Construction, Valley Paving, Garcia & Martinez Paving, Sascon Inc., IOC Company, J.M. Construction, O.G. Construction, and D.M. Roth Inc. also submitted bids for the project (see attached bid tabulation sheet). M Construction has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that M Construction be awarded the project for the total base bid in the amount of$152,253.00. Construction is expected to be completed in 90 calendar days.

Respectfully Submitted,

Leo L. Rodriguez, P.E., R.P.L.S.
Principal

S:\ENG\ENG 2009\Eng 09.008_Hidalgo County Colonias_3rdCall_Pct1\Misc Documents\Recommendation Letter Maryann Sub.doc

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: DECEMBER 23, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR MARY ANN SUBDIVISION"

BID NO: CAP-2009-471-12-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O. G. Construction	$199,695.00 read amount $199,295.00 correct amount	Bid Bond Included
2.	Garcia & Martinez Paving, Inc.	$165,326.95	Bid Bond Included
3.	Asago Construction	$162,861.00	Bid Bond Included
4.	J. M. Construction	$199,575.00	Bid Bond Included
5.	IOC Company, LLC	$188,304.20	Bid Bond Included
6.	D. M. Roth. Inc.	$214,491.00	Bid Bond Included
7.	M Construction	$152,253.00	Bid Bond Included
8.	Valley Paving Inc.	$164,997.90	Bid Bond Included
9.	Sascon Inc.	$180,258.40	Bid Bond Included

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-895-0-312	MARY ANN-INDIRECT COST	.00	2,070.57	.00	601.84	1,468.73	29.07
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	3,978.39	15,913.57	.00	100.00
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	5,827.62	501.64	.00	100.00
9-1312-431-00-121-895-0-731	MARY ANN-ROADS	.00	152,036.00	.00	.00	152,036.00	.00
9-1312-431-00-121-895-0-733	MARY ANN-DRAINAGE DITCHES	.00	28,800.00	.00	.00	28,800.00	.00
9-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	.00	39,340.87	.00	.00	39,340.87	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**248,468.66**	**9,806.01**	**17,017.05**	**221,645.60**	**10.80**
9 YEAR 9		**.00**	**248,468.66**	**9,806.01**	**17,017.05**	**221,645.60**	**10.80**

AI-19625 **24.G.1.**

Old Administration Building / Parking Lot Paving /Resurfacing

CC REGULAR

Date:	02/02/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Executive Officer

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services as requested through Executive Officer for: "Old Admin. Bldg. Parking Lot Paving /Resurfacing Project";

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Executive Office Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-025-0-739

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

BUDGETARY IMPACT:

$164,812.55 available funding pending interdepartmental transfer. See AI REF: 19621 CC 02/02/10

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/28/2010 02:58 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 04:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 10:53 AM	APRV

4	Auditor's Office	01/29/2010 05:25 PM	NEW
Form Started By: Nielda Cavazos		Started On: 01/26/2010 11:51 AM	
Final Approval Date: 01/29/2010			

HIDALGO COUNTY PRECINCT NO 2

FOR

General Engineering Services

(Old Administration Building Parking/ Resurfacing Project)

Scoring & Evaluation GRID

Engineering Services

Total Scores	J.E. Saenz Engineering	Noe Garza Engineering	Quintanilla, Headily Associates
Scores	100	96	97
RANKING			

*SCORING & EVALUATION COMPLETED BY Executive Office