AI-20361 **6.D.**

Claim of American Electric Power

CC REGULAR

Date:	03/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of American Electric Power

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 04:07 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/12/2010 03:27 PM

Final Approval Date: 03/19/2010

AI-20448 **6.E.**

Closed Session: re-organization plan

CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Deliberate, re-assignment, duties and/or dismissal of Pct. 1 personnel in accordance with re-organization plan and possible reduction in force

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:09 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW
Form Started By: Monica Badillo			Started On: 03/18/2010 01:30 PM	
Final Approval Date: 03/19/2010				

AI-20453 **6.F.**

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County
CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:09 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Monica Badillo — Started On: 03/18/2010 02:03 PM

Final Approval Date: 03/19/2010

AI-20362 **7.D.**

Claim of American Electric Power

CC REGULAR

Date:	03/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of American Electric Power

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 04:07 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/12/2010 03:28 PM

Final Approval Date: 03/19/2010

AI-20449 **7.E.**

Open Session - re-organization plan Pct.1

CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Re-assignment, duties and/or dismissal of Pct. 1 personnel in accordance with re-organization plan and possible reduction in force

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:09 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW
Form Started By: Monica Badillo			Started On: 03/18/2010 01:32 PM	
Final Approval Date: 03/19/2010				

AI-20454 **7.F.**

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County
CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:24 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Monica Badillo — Started On: 03/18/2010 02:05 PM

Final Approval Date: 03/19/2010

AI-20447 **10.B.**

Re-organization plan - Pct 1

CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation and possible approval and/or modification of a re-organization plan and possible reduction in force of personnel in Pct. #1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:08 PM	APRV
2	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Monica Badillo

Started On: 03/18/2010 01:27 PM

Final Approval Date: 03/19/2010

AI-20435 **11.A.**

Presentation of Hidalgo County Food Drive Results and Recognition of UTPA Student Volunteers

CC REGULAR

Date: 03/23/2010
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Ashley Cedillo/ County Judge's Office
Department: COUNTY JUDGE

Information

CAPTION

Presentation of Hidalgo County Food Drive Results and Recognition of UTPA Student Volunteers.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 09:14 AM	APRV
2	Roland Garcia	Rolando Garcia	03/18/2010 10:17 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW
Form Started By: Gloria Rodriguez			Started On: 03/18/2010 08:31 AM	
Final Approval Date: 03/19/2010				

AI-20388 **12.A.**

Approval of Appointed Official A.C. Cuellar, Jr.'s Bond- Commissioner Precinct 1

CC REGULAR

Date:	03/23/2010
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Delia Rodriguez
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of Appointed Official A.C. Cuellar, Jr.’s Bond, for Commissioner Precinct 1

BACKGROUND

Fiscal Impact

Attachments

Link: bond requirements

Link: Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/17/2010 09:46 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/18/2010 12:32 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Delia Rodriguez — Started On: 03/17/2010 07:36 AM

Final Approval Date: 03/19/2010

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — $5,000 minimum, $500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — $500 minimum, $10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than $500 nor more than $10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court $5,000 minimum, $30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — $2,500 minimum, $100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, $100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court $500 minimum — $1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

Texas

Western Surety Company

FILED
AT 11:40 O'CLOCK A M
MAR 19 2010
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [signature] DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 70894683

That we, A. C. Cuellar, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] Hidalgo County Treasurer, his successors in office, in the sum of [2] Three Thousand and 00/100 DOLLARS ($3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of March, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly appointed (Elected—Appointed) to the office of Commissioner in and for [3] Hidalgo County, State of Texas, for a term of one year commencing on the 16th day of March, 2010.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully perform the commissioner's duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make payment of county funds except for a lawful purpose.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

_____
Principal

WESTERN SURETY COMPANY

By [signature]
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL _____ County, Texas

AI-20381 **13.A.**

Sheriff's L.E.O.S.E. (Fund 1220)

CC REGULAR

Date:	03/23/2010
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate the 2010 L.E.O.S.E. Allocation from the State Comptroller in the amount of $41,421.37; and, interest earned during 2009 in the amount of $77.39, for a total of $41,498.76 (Fund 1220).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-280-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $41,498.76.
Appropriation into 583 & 584 in the amounts of $25,498.76 & $16,000.00 (respectively).
Appropriation available from LEOSE revenue and interest.

9-1220-335-00-280-000-0-000 Sheriff Leose Revenue.

Attachments

Link: Budget amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/17/2010 08:09 AM	APRV
2	Budget & Management	Ivan Cantu	03/17/2010 09:46 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2010 09:53 AM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Rosie Hinojosa Started On: 03/16/2010 12:02 PM

Final Approval Date: 03/19/2010

DATE: March 16, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's L.E.O.S.E.
ACCOUNT NUMBER: 0-1220-421-00-280-004-0.XXX

SUBJECT: Budget Amendments (Increases) in Accord Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
0-1220-421-00-280-004-0-583	OUT OF COUNTY EMPLOYEE TRAVEL
0-1220-421-00-280-004-0-584	REGISTRATION FEES
0-1220-335-00-280-000-0-000	SHERIFF LEOSE REVENUE
	2009 INTEREST EARNED

TOTAL BUDGET INCREASE REQUEST

REASON: TO APPROPRIATE THE SHERIFF'S L.E.O.S.E. ALLOCATION FROM THE
AMOUNT OF $41,421.37; AND, INTEREST EARNED DURING 2009 IN THE AMOUNT
$41,498.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

lance with Local Government

AMOUNT
25,498.76
16,000.00
41,421.37
77.39
$41,498.76

STATE COMPTROLLER IN THE
OF $77.39, FOR A TOTAL OF

ATTEST COUNTY CLERK

AI-20324 **14.B.**

Health Division - FY 2010 PHER Grant Contract Amendment

CC REGULAR

Date: 03/23/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached amended FY 2010 PHER Grant Contract #2010-033343, Attachment #001B, in the amount of $212,500.00 for a total award of $1,092,432.00 for the period 9/15/2009 to 7/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the amended FY 2010 PHER Contract.

3. Approval to create the following regular full-time positions:

Slot No.	Position Title	Grade Level
008	Epidemiologist I	15
009	Coordinator III	13
010	Influenza Data Technician	07
011	Influenza Data Technician	07
012	Influenza Data Technician	07

4. Request approval of the attached amended FY 2010 PHER Contract Budget for the period 9/15/2009 to 7/31/2010 (Acct # 0-1293-441-00-340-042-0).

5. Approval of salary schedules for the period 9/15/2009 to 7/31/2010 (Acct # 0-1293-441-00-340-042-0).

BACKGROUND

Reference
AI#17474 9-22-09 $684,409.00
AI#18242 11-3-09 $195,523.00
AI#20324 3-16-10 $212,500.00

Total $1,092,432.00

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-042-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Appropriation of funds in the amount of $212,500 (for the total award of $1,092,432) for the Amended PHER Grant Contract for FY 2010. Grant period is from 9/15/09 to 7/31/10.

Revenue account# 0-1293-331-12-340-042-0-000 PHER Revenues

Attachments

Link: Job Descript.- Epidemiologist I

Link: Job Descript.- Coordinator III

Link: Job Descript.- Influenza Data Technician

Link: revised salary schedule

Link: PARS

Link: Contract

Link: Certification of Revenues

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:52 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/12/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/19/2010 01:13 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Dan Beltran Started On: 03/10/2010 04:30 PM

Final Approval Date: 03/19/2010

EPIDEMIOLOGIST I

GRADE: 15

GENERAL DESCRIPTION

Performs moderately complex (journey-level) epidemiological work; Work involves assisting in the design, implementation, and analysis of epidemiological investigations or studies and participating in general data management and report writing for epidemiological investigations or studies; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Analyzes epidemiological data through the use of statistical measures

Abstracts epidemiological health data from the medical records of private and public health physicians and hospitals

Disseminates the results of investigations, special studies, and surveillance

Participates in analyzing, planning, developing, coordinating, and conducting specific epidemiological investigations or studies

Collects epidemiological data for the surveillance of specific diseases and conditions

Arranges for the cooperative use of epidemiological data with other agencies, other states, and national organizations such as the U.S. Center for Disease Control

Works with other health personnel in the control of public health problems

May coordinate with others to assist in the collection of epidemiological data

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in epidemiology work; Graduation from an accredited four-year college or university with major course work in epidemiology, microbiology, infectious diseases, biostatistics, or a related field is generally preferred; Master's degree in Public Health, Science of Epidemiology, Biostatistics or related field.

Knowledge, Skills, and Abilities

Knowledge of the basic principles and methods of epidemiology and biostatistics; of infectious diseases, adverse reproductive outcomes, cancer or other chronic diseases; and of occupational and environmental diseases or injuries

Ability to conduct investigations

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 find, 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

COORDINATOR III

GRADE: 13

GENERAL DESCRIPTION

Performs advanced (senior-level) program coordination work for an assigned health and human services program. Work involves planning, developing, evaluating, and overseeing a major health and human services program and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the public. May plan, assign, and/or supervise the work of others. Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, evaluates, and oversees health and human services programs

Develops, implements, and measures the outcomes of health and human service initiatives

Develops policy and procedure manuals and implements rules and regulations for health and human services programs

Evaluates the applications and variations of health and human services programs to develop an action plan for improvement or initiate new health and human services programs

Evaluates research findings relative to health and human services projects being developed

Evaluates information on service delivery system methods, outputs, and activities to identify gaps in resources, and recommends improvements

Oversees and evaluates surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures related to health and human services programs

Oversees the analysis of operations and reviews reports, recommendations, and justifications

Reviews health and human services performance reports and implements appropriate changes

Provides consultative services and technical assistance to plan, implement, and monitor effective health and human services programs and services

Works with and speaks to community and professional groups to coordinate, improve, and stimulate interest in health and human services programs

May assign and/or supervise the work of others

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in a field related to the specific health and human services program. Graduation from an accredited four-year college or university with major course work in a field relevant to the assignment is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to supervise the work of others.

Good verbal and written communication and presentation skills

Bilingual preferred

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 find, 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

INFLUENZA DATA TECNICIAN

GRADE: 7

GENERAL DESCRIPTION

Under the supervision of the Planning Coordinator and Chief Administrative Officer supports all Public Health Emergency Response Division (PHER) grant activities. Assists with office functions, performs data entry and serves as a resource. Assist with coordinating vaccine planning with other local preparedness and response partners. Assist with the planning and implementing of mass H1N1 vaccination clinics. Will be responsible for medical data entry and inventory management systems. Prepares and conducts presentations as needed. Assist with educating local preparedness and response partners and the community on disease prevention. Will create fact sheets, brochures, and educational literature regarding H1N1 and influenza. Duties include but are not limited to fulfilling the Public Health Emergency Response grant goals. Responsibilities are performed with minimal supervision and with considerable latitude for use of initiative and independent judgment. Shall respond to all H1N1 and Influenza related public health emergencies. If called on by DSHS or CDC may have to assist with in the state. Will be required to be "on-call" as assigned or during an event.

EXAMPLES OF WORK PERFORMED

Provides public health services under the direction of the Public Health Emergency Response planner and Chief Administrative Officer

Enters data on cases of vaccine adverse effects in the Vaccine Adverse Events Reporting System (VAERS). Follows-up with client on vaccine adverse effects reported to the program

Enters data in Imm Trac and/or the National Epidemiological Disease Surveillance System (NEDSS) as needed

Become familiar with the CDC and DSHS website

Assist with the inventory management system in place to track the receipt, storage, and reordering of a possible vaccine

Assist with verifying immunization providers are stocked with sufficient vaccine to meet their needs, but not over-supplied

Become knowledgeable in the monitoring of doses administered

Become familiar with vaccine storage and handling as defined by state/local requirements

Assist with ensuring private providers comply with data reporting requirements for doses administered

Become familiar with the dispensing and distribution of medication and inventory management of pharmaceutical supplies

Participates in the coordination of laboratory specimen collections with private and/or regional laboratories

Collects epidemiologic data according to general guidelines for routine or special surveillance of influenza

Verifies and inputs vendor data into system

Assists with coordinating resources in a public health emergency

Assures assigned reports are submitted on time

Responsible for answering fazes, pulling records for review by nurse or epidemiologist or as needed by staff when on a telephone call

Public Health Emergency Response member must be available to response in the event of an emergency

Assists in planning, preparing, and disseminating written and oral presentations to the general public health audiences as assigned. Creates fact sheets and/or brochures

Monitors incoming data to ensure accuracy and completeness. Creates dataase structures and enters data. Performs database quality assurance review measures and data checks. Performs data queries for cleaning data. Maintains hard copy files.

Assists with data analysis. Prepares statistical data reports using a variety of software applications including Word, Word Perfect, Power Point, Excel, Epilnfo, and Access.

Performs other duties as necessary to fulfill Public Health Emergency response grant requirements

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Must be a Certified Medical Assistant. College level courses in health, science, or nursing a plus. Minimum two (2) years experience in health, public health, or related work. Official transcript required.

CERTIFICATES, LICENSES, REGISTRATIONS

Official Certifications and/or documents supporting your education and experience

Employee must have a current valid Texas Motor Vehicle Operator's License

Knowledge, Skills, and Abilities

Knowledge of H1N1 and Influenza

Ability to maintain confidentiality and knowledge of HIPPA requirement

Knowledge of medical terminology, epidemiology, and Texas public health laws

Ability to work under pressure and time schedule

May be required to work other than normal hours including weekends and holidays

Bilingual English/Spanish required

Skill in preparing technical reports in a clear and concise manner

Skill in interpreting diagnostic laboratory results and information from medical charts

Ability to work on multiple projects at the same time

Skill in communicating effectively orally and in writing

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 find, 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.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP and DSHS based on anticipated disease exposure (e.g. influenza, hepatitis B, rabies, and possible anthrax and smallpox vaccines). TB skin testing will be required initially and periodically.

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
- frequent standing, bending and reaching
- 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
Department of Budget & Management
2010 SALARY SCHEDULE

AI 20324

Slot #	Obj Code	Position Title	GRADE	STEP	GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMP.
								Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PLANNING COORDINATOR	16	1	58,888.00	58,888.00	59,376.00	0.00	0.00	0.00	0.00	0.00	59,376.00
0002	113	REGISTERED NURSE III	14	1	50,487.00	50,487.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	REGISTERED NURSE III	14	1	50,487.00	50,487.00	50,487.00	0.00	0.00	0.00	0.00	0.00	50,487.00
0004	113	PUBLIC HEALTH INFO TECHNICIAN	9	2	35,563.00	35,563.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	INFLUENZA DATA TECHNICIAN	7	3	31,520.00	31,520.00	31,520.00	0.00	0.00	0.00	0.00	0.00	31,520.00
0006	113	INFLUENZA DATA TECHNICIAN	7	3	31,520.00	31,520.00	31,520.00	0.00	0.00	0.00	0.00	0.00	31,520.00
0007	113	INFLUENZA DATA TECHNICIAN	7	3	31,520.00	31,520.00	31,520.00	0.00	0.00	0.00	0.00	0.00	31,520.00
0008	113	EPIDEMIOLOGIST I	15	0	$51,800.00	$51,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0009	113	COORDINATOR III	13	0	$44,410.00	$44,410.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	INFLUENZA DATA TECHNICIAN	7	0	$27,985.00	$27,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	INFLUENZA DATA TECHNICIAN	7	0	$27,985.00	$27,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	INFLUENZA DATA TECHNICIAN	7	0	$27,982.00	$27,982.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				TOTAL	470,147.00	470,147.00	204,423.00	0.00	0.00	0.00	0.00	0.00	204,423.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services - 340 **DATE:** 3-10-2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0008

REQUESTED POSITION TITLE: Epidemiologist I
(For new positions or reclassifications) Rc

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 51,800.00 ~~55,600.00~~ (Proposed Budgeted Salary) $ 51,800.00 ~~55,600.00~~ (Net Change)

Position to be funded from one of the following:

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

☑ Other 100% DSHS Grant funds

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)

The Department of State Health Services has provided us funds to hire an Epidemiologist to become a staff member within our Public Health Emergency Response (PHER) Program. The new position will be 100% funded by DSHS and this is to request approval by Commissioner's Court to initiate the hiring process.

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

see attached job description

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3-10-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR Esthela A. Cortez/spx	03.19.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/19/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services - 340 **DATE:** 3-10-2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0009

REQUESTED POSITION TITLE: ~~Special Projects~~ Coordinator III
(For new positions or reclassifications)
RC

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 44,410.00 ~~46,500.00~~ (Proposed Budgeted Salary) $ 44,410.00 ~~46,500.00~~ (Net Change)

Position to be funded from one of the following:

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

☑ Other 100% DSHS Grant funds

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)

The Department of State Health Services has provided us funds to hire a Special Projects Coordinator to become a staff member within our Public Health Emergency Response (PHER) Program. The new position will be 100% funded by DSHS and this is to request approval by Commissioner's Court to initiate the hiring process.

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

see attached job description

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-10-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cates /ppe HUMAN RESOURCES DIRECTOR	03.19.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/19/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services - 340 **DATE:** 3-10-2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0010, 0011, 0012

REQUESTED POSITION TITLE: Influenza ~~Surveillance~~ Data Technician RC RC
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ Current Budgeted Salary $ ~~31,152.00~~ 27,985.00 Proposed Budgeted Salary $ ~~31,152~~ 27,985.00 X3=$83,955.00 Net Change RC

Position to be funded from one of the following:

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

☑ Other 100% DSHS Grant funds

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) RC

The Department of State Health Services has provided us funds to hire 3 an Influenza ~~Surveillance~~ Data Technician to become 5 a staff member ~~s~~ within our Public Health Emergency Response (PHER) Program. The new position 5 will be 100% funded by DSHS and this is to request approval by Commissioner's Court to initiate the hiring process.

RC

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

see attached job description

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3-10-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	03.19.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/19/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor) agree to amend the Program Attachment # 001A (Program Attachment) to **Contract # 2010-033343** (Contract) in accordance with this **Amendment No. 001B: Public Health Emergency Response – Focus Area 1**, effective 02/22/2010 .

This Amendment is necessary because: **Redirecting funds from Focus Area I, Phase III to Focus Area 2 to support epidemiology and surveillance activities.**

This Amendment has a retroactive effective date because: **CDC approved the redirection request on 02/22/2010. Therefore, the amendment is effective on that date.**

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2010-033343 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Therefore, DSHS and Contractor agree as follows:

SECTION I. STATEMENT OF WORK: paragraph 1 is revised as follows:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (PHER) (Funding Opportunity CDC-RFA-TP09-902-H1N109) ~~Focus Area I.~~

SENTION I. STATEMENT OF WORK: following the paragraph which was added on Amendment 001A, after the bulleted items in paragraph 2, the following paragraph is hereby added:

For PHER Focus Area II, Contractor shall conduct activities at the local level in support of Laboratory, Epidemiology, Surveillance, and Other Associated Pandemic Preparedness and Response Activities. The purpose of Focus Area II is to ensure a robust capacity to detect and monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations, and other associated pandemic response activities.

SECTION I. STATEMENT OF WORK: the following paragraphs are hereby deleted:

~~PHER funds must be accounted for by focus area. The funds associated with this contract are Focus Area I. Commingling of funds between the PHEP and PHER programs is not allowed.~~

~~Contractors must account for Phase III funds separately from Phase I and II funds. Contractors must distinguish Phase III funds separately from Phase I and II funds on all cost reimbursement invoices sent to DSHS for processing.~~

~~Contractors may not commingle Phase III funds with PHER Focus Area I, Phase I and II funds or PHEP funds.~~

SECTION I. STATEMENT OF WORK: following paragraph 3 from the original base document, the following paragraphs are hereby added:

PHER funds must be accounted for in each of the following allocations: Focus Area I, Phase I and II, Focus Area I, Phase III, and Focus Area II. Commingling of funds among the PHER allocations above and/or PHEP is not allowed.

Contractors must distinguish each PHER allocation separately on all cost reimbursement invoices (b-13 and supporting documentation) sent to DSHS for processing. Contractor may not exceed the following amounts for each PHER allocation:

PHER Allocation	Not To Exceed Amount
Focus Area I; Phase I-II	$684,409
Focus Area I; Phase III	$195,523
Focus Area II	$212,500

SECTION II. PERFORMANCE MEASURES: is revised to add the following:

13. Purchase additional lab equipment and supplies to aid in the proper handling and storing of specimens to be submitted to DSHS.

SECTION VIII. SPECIAL PROVISIONS: the following paragraph is hereby deleted:

~~General Provisions, General Business Operations of Contractor Article, Overtime Compensation Section, is not applicable to this Program Attachment.~~

SECTION VIII. SPECIAL PROVISIONS: the following paragraph is hereby added:

General Provisions, General Business Operations of Contractor Article, Equipment Purchases, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than April 30, 2010.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Adolfo M. Valadez, M.D., M.P.H.

Assistant Commissioner for Prevention and Preparedness Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.458.7111

adolfo.valadez@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Response - Focus Area 1
CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT
CONTRACT NO: 2010-033343
CONTRACT TERM: 09/15/2009 **THRU:** 07/31/2010
BUDGET PERIOD: 09/15/2009 **THRU:** 07/31/2010 **CHG:** 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$249,210.00	$363,296.00	$114,086.00
Fringe Benefits	$80,068.00	$115,514.00	$35,446.00
Travel	$36,016.00	$44,759.00	$8,743.00
Equipment	$127,488.00	$150,221.00	$22,733.00
Supplies	$151,031.00	$172,523.00	$21,492.00
Contractual	$5,000.00	$5,000.00	$0.00
Other	$231,119.00	$241,119.00	$10,000.00
Total Direct Charges	$879,932.00	$1,092,432.00	$212,500.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$0.00	$0.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$879,932.00	$1,092,432.00	$212,500.00
Performing Agency Share	$0.00	$0.00	$0.00
Receiving Agency Share	$879,932.00	$1,092,432.00	$212,500.00
Total Reimbursements Limit	$879,932.00	$1,092,432.00	$212,500.00
JUSTIFICATION			
Funds redirected from Focus Area 1, Phase 3 Set Aside to Focus Area 2 to finance epidemiology and surveillance activites and additional equipment.			

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Response – Focus Area 1
CONTRACTOR: Hidalgo County Health Department
CONTRACT TERM: 09/15/2009 **THRU:** 07/31/2010
BUDGET PERIOD: 09/15/2009 **THRU:** 07/31/2010
CONTRACT NO: 2010-033343 **CHG:** 001B

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	FeverScan M3000D (Mass Screening Dual Vission Thermal Imaging System)	2	$28,000.00	$56,000.00
2	Power Air Respirator System	5	$1,208.00	$6,040.00
3	Remote Sense A Phone	6	$1,495.00	$8,970.00
4	Thermal Imaging System (Portable Camera)	2	$13,990.00	$27,980.00
5	Thermo Scientific	2	$11,810.00	$23,620.00
6	Vital spot blood pressure module	6	$813.00	$4,878.00
TOTAL				$127.488.00

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	FeverScan M3000D (Mass Screening Dual Vission Thermal Imaging System)	2	$28,000.00	$56,000.00
2	Power Air Respirator System	5	$1,208.00	$6,040.00
3	Remote Sense A Phone	6	$1,495.00	$8,970.00
4	Revco Pharmacy Refrigerator. Model number PRP-5004..	1	$11,810.00	$11,810.00
5	Spectrafuge 24D Microcentrifuge Starter Pack	1	$2,179.00	$2,179.00
6	Thermal Imaging System (Portable Camera)	2	$13,990.00	$27,980.00
7	Thermo Scientific	2	$11,810.00	$23,620.00
8	Thermo Scientific Laboratory Freezer. Model FFGL3030A.	1	$8,744.00	$8,744.00
9	Vital spot blood pressure module	6	$813.00	$4,878.00
TOTAL				$150,221.00

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

March 12, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$212,500.00	2010-033343-001B Public Health Emergency Response

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/12/10
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: March 10, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-042-0 FY 2010 CPS/PHER Contract

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-042-0-113	Regular F/T Employees	$ 114,086.00
0-1293-441-00-340-042-0-211	Health Insurance	$ 12,145.00
0-1293-441-00-340-042-0-212	Life Insurance	$ 96.25
0-1293-441-00-340-042-0-220	FICA	$ 8,727.58
0-1293-441-00-340-042-0-230	Retirement	$ 10,176.47
0-1293-441-00-340-042-0-250	Unemployment Compensation	$ 570.43
0-1293-441-00-340-042-0-260	Worker's Compensation	$ 3,730.27
0-1293-441-00-340-042-0-441	Rental of Land and Buildings	$ 5,000.00
0-1293-441-00-340-042-0-581	Travel in County	$ 1,100.00
0-1293-441-00-340-042-0-583	Travel Out of County	$ 7,643.00
0-1293-441-00-340-042-0-584	Registration Fees	$ 5,000.00
0-1293-441-00-340-042-0-601	Office and Computer Supplies	$ 9,492.00
0-1293-441-00-340-042-0-603	Educational / Instructional Supplies	$ 5,000.00
0-1293-441-00-340-042-0-604	Medical & Lab Supplies	$ 7,000.00
0-1293-441-00-340-042-0-748	Other Equipment	$ 22,733.00
	TOTAL BUDGET	$ 212,500.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-042-0-000 $ 212,500.00

REASON: Implement revised CPS / PHER Contract Budget for the period 9/15/2009 - 7/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-20460 **14.C.**

Health Division - Bio Contract #2009-031925 Amendment - contract extension

CC REGULAR

Date:	03/23/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Request approval to accept the attached amended Bioterrorism Contract #2009-031925, Attachment #001A, in order to extend the contract by one year. The revised contract term will now be 8/1/2009 to 7/31/2011.

BACKGROUND

Reference: AI#16604 7-28-09

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1293-441-00-340-013-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Contract period extension.
New contract termination date is July 31, 2011 (8/1/09 thru 7/31/11).

Attachments

Link: Revised Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 03:56 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/19/2010 01:09 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW
Form Started By: Dan Beltran			Started On: 03/18/2010 03:45 PM	
Final Approval Date: 03/19/2010				

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to **Contract # 2009-031925** (Contract) in accordance with this **Amendment No. 001A: CPS-BIOTERRORISM PREPAREDNESS**, effective 03/16/2010.

This Amendment is necessary because: **To extend term one year.**

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2009-031925 as written below.

Therefore, DSHS and Contractor agree as follows:

`Contract term is hereby revised as follows:`

TERM: 08/01/2009 THRU: ~~07/31/2010~~ 07/31/2011

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS
CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT
CONTRACT NO: 2009-031925
CONTRACT TERM: 08/01/2009 **THRU:** 07/31/2011
BUDGET PERIOD: 08/01/2009 **THRU:** 07/31/2011 **CHG:** 001A

DIRECT COST (OBJECT CLASS CATEGORIES)	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$425,015.52	$425,015.52	$0.00
Fringe Benefits	$128,418.01	$128,418.01	$0.00
Travel	$8,615.00	$8,615.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$7,418.38	$7,418.38	$0.00
Contractual	$0.00	$0.00	$0.00
Other	$37,031.00	$37,031.00	$0.00
Total Direct Charges	$606,497.91	$606,497.91	$0.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$0.00	$0.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$606,497.91	$606,497.91	$0.00
Performing Agency Share	$0.00	$0.00	$0.00
Receiving Agency Share	$606,497.91	$606,497.91	$0.00
Total Reimbursements Limit	$606,497.91	$606,497.91	$0.00
JUSTIFICATION			
No change to categorical budget. Amendment is to reflect extension of contract end term and revised FSR due dates.			

Financial status reports are due: 11/30/2009, 03/02/2010, 05/31/2010, 08/31/2010, 11/30/2010, 03/03/2011, 05/30/2011, 09/29/2011

AI-20343 **15.A.**

Submittal of 2009 Chapter 59 Asset Forfeiture Audit Report
CC REGULAR

Date:	03/23/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Fire Marshal's Office/Yolanda Orosco
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Requesting approval and authorization to submit 2009 Chapter 59 Asset Forfeiture Audit Report as requested by the Attorney General of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact for submitting report.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 02:34 PM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2010 10:21 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Gloria Rodriguez — Started On: 03/11/2010 02:23 PM

Final Approval Date: 03/19/2010

AI-20420 **16.A.**

Delete Service

CC REGULAR

Date:	03/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Elections Department:
1. Authorization to delete data card service through the County's membership/participation with CONTRACT: HGAC CW05-02 with awarded vendor SPRINT for the following:

Quantity:	Description:	Department:	Employee:	Number:
1	PX-500 Pantch	Elections	Temporary	956-720-6091
1	Ovation U720	Elections	Temporary	956-720-3158
1	PX-500 Pantech	Elections	Temporary	956-720-6169
1	PX-500 Pantech	Elections	Temporary	956-720-6140

2. Approval of the attached Wireless Device Request Form under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:43 AM	APRV
2	Roland Garcia	Rolando Garcia	03/18/2010 04:12 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/17/2010 03:41 PM

Final Approval Date: 03/19/2010

AI-20403 **16.B.**

Delete Service

CC REGULAR

Date:	03/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Elections Department:
1. Authorization to delete cellular service through the County's membership/participation with CONTRACT: HGAC CW05-02 with awarded vendor SPRINT for the following:

Quantity:	Description:	Department:	Employee:	Number(s):
1	IC 502	Elections	Yvonne Ramon	956-207-0406
3	IC 502	Elections	Office Use	956-207-0454 956-207-0396 956-393-8134

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

BACKGROUND

Fiscal Impact

Attachments

Link: Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/17/2010 01:33 PM	APRV
2	Roland Garcia	Rolando Garcia	03/18/2010 04:12 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/17/2010 01:17 PM

Final Approval Date: 03/19/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service 956.207.0406

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 0130

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:

Yvonne Ramon YVONNE RAMON 03/15/10

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 956-207-0454

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting Employee: Office Use Employee ID#: 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 0130

Quantity: 1

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

Service: $ ____/mo (x) ____ months = ____ Account: ____ 619 684

Requisition Total: ____ Requisition Number: ____

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

Yvonne Ramon | YVONNE RAMON | 03/15/10

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 956-207-0396

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting employee: Office Use Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 0130

Quantity: 1

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

Service: $_____/mo (x) ____ months = _____ Account: _____-619/ 64

Requisition Total: **Requisition Number:**

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

Yvonne Ramon | YVONNE RAMON | 03/15/10

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 956.393-8134

COUNTY OWNED / ASSIGNED CELL PHONE

(2) Requesting employee: Office Use Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 0130

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:

Yvonne Ramon | YVONNE RAMON | 03/15/10

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

AI-20425 **16.C.**

Request Form W.1.3

CC REGULAR

Date:	03/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Planning Department:
1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C-09-231-09-22 (PO# 633540) with awarded vendor HEB Wireless for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	POCKET-Voice/Talk/Data Plan	Planning Dept.	Jose A. Pedroza	956-648-7605
Replacing	POCKET-Voice/Talk/Data Plan	Planning Dept.	Office Use	New Number

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-10-210-001-0-532

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

BUDGETARY IMPACT:

Replacing phone services only. Available balance of $2,723.28 as of 03/19/10.

Attachments

Link: Remove

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:44 AM	APRV
2	Olga Garza	Olga Garza	03/19/2010 08:52 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/17/2010 03:53 PM

Final Approval Date: 03/19/2010

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: Jose A. Pedroza Employee ID# 140872 Signature: No Longer Working with County

DEPARTMENT: Planning DEPT #: 210

Quantity: 1

Service: $27.50/mo (x) 9 months = $247.50 Account: 0-1100-419-10-210-001-0--532

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

Requisition Total: $247.50 **Requisition Number:** 167864/P.O.#633540

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

Signature	Print Name	Date
	Tomas J. Arredondo	3-12-10

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	3/15/10

(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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: OFFICE USE Employee ID# N/A Signature: OFFICE USE

DEPARTMENT: PLANNING DEPT #: 210

Quantity: 1

Service: $27.50/mo (x) 9 months = $247.50 Account: 10-1100-419-10-210-001-0--532

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

Requisition Total: $3,300.00 **Requisition Number:** 167864/P.O.#633540

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

Signature | RAUL E. SESIN (Print Name) | 03/18/10 (Date)

(4) Executive Office Authorization:

Signature | Valde Guerra (Print Name) | 3/18/10 (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-20416 **16.D.**

Request Form W.1.3

CC REGULAR

Date:	03/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Facilities Management:
1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C-09-231-09-22 (PO# 633502) with awarded vendor HEB Wireless for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	POCKET-Voice/Talk/Data Plan	Facilities Mangement	Ramiro Castro	956-289-0543
Replacing	POCKET-Voice/Talk/Data Plan	Facilities Management	Saul Ramos	New Number

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-200-001-0-532

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

BUDGETARY IMPACT:

Replacing phone services only. Available balance of $5,870.00 as of 03/18/10.

Attachments

Link: Remove

Link: Replace

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:42 AM	APRV
2	Olga Garza	Olga Garza	03/18/2010 09:22 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/17/2010 03:08 PM

Final Approval Date: 03/19/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: DELETE

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE : (956) 289-0543

(2) Requesting employee: RAMIRO CASTRO Employee ID# 064823 Signature: Ramiro Castro

DEPARTMENT: FACILITIES MANAGEMENT DEPT #: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 10-1100-419-40-220-001-0 -532

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

Requisition Total: _____ Purchase ~~Requisition~~ Number: 0335502

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

Signature | Richard M. Swoboda Print Name | 3/10/10 Date

(4) Executive Office Authorization:

Signature | Valde Guerra Print Name | 3/15/10 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: Add

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Saul Ramos Employee ID# 149276 Signature: [signature]

DEPARTMENT: Facilities Management DEPT #: 220

Quantity: 1

Service: $27.50/mo (x) 10 months = 275.00 Account: 10-1100-419-40-220-004-0 -532

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

Requisition Total: _____ **~~Requisition~~ Purchase Number:** 033502

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

[signature] Richard M. Sundeen 3/10/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 3/15/10
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-20451 **17.A.**

Roadway Acceptance

CC REGULAR

Date:	03/23/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration, action and/or approval to accept the dedication of Cowboy Road and Guajolote Street through roadway affidavits to be included in the County Wide Roadway System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Attachments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:27 PM	APRV
2	Olga Garza	Olga Garza	03/19/2010 08:29 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/18/2010 01:47 PM

Final Approval Date: 03/19/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Ortiz.** who being before me here and now duly swears upon oath and says:

My name is **Jose Ortiz.** my address is 1001 E. FM 2812 EDINBURG, TX 78542. I have been employed by Milagros Exploration since 1997 to present. I have known **Cowboy Road.** To be open to the public and maintained by the County since 1997.

Jose Ortiz (PRODUCTION FOREMAN)

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Ortiz.** who being before me here and now duly swears upon oath and says:

My name is **Jose Ortiz.** my address is 1001 E. FM 2812 EDINBURG, TEXAS 78542 . I have been employed by Milagros Exploration since 1997 to present. I have known **Guajolate Road.** To be open to the public and maintained by the County since 1997.

Jose Ortiz (PRODUCTION FOREMAN)

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Norberto (Beto) Salinas.** who being before me here and now duly swears upon oath and says:

My name is **Norberto (Beto) Salinas.** my address is 500 E 9th. I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1980 to 1992. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1980.

Norberto Salinas

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Norberto (Beto) Salinas.** who being before me here and now duly swears upon oath and says:

My name is **Norberto (Beto) Salinas** . my address is 500 E 9th . I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1980 to 1992. I have known **Guajolate Road.** to be open to the public and maintained by the County since 1980.

Norberto (Beto) Salinas

SUBSCRIBED AND SWORN TO BEFORE ME by the said _____. This 17th day of March, 2010.

JAIME [illegible]
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2013

Notary Public, State of Texas

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jerry Bell.** who being before me here and now duly swears upon oath and says:

My name is **Jerry Bell**. My address is 1607 Iowa, Mission I have known **Cowboy Road**. To be open to the public and maintained by the County since 1967.

Jerry Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 12 day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jerry Bell.** who being before me here and now duly swears upon oath and says:

My name is **Jerry Bell.** my address is 1607 Iowa Mission . I have known **Guajolate Road.** to be open to the public and maintained by the County since 1967.

Jerry Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March, 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Alejendro Leo** who being before me here and now duly swears upon oath and says:

My name is **Alejendro Leo**. my address is 3627 Trosper Road Mission. I was employed by Hidalgo County Precinct No. 3 from 1980 to 1999. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1980.

Alejendro Leo

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 12th day of March, 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Alejendro Leo** who being before me here and now duly swears upon oath and says:

My name is **Alejendro Leo**. my address is 3627 Prospect Road Mission. I was employed by Hidalgo County Precinct No. 3 from 1980 to 1999. I have known **Guajolate Road**. To be open to the public and maintained by the County since 1980.

Alejendro Leo

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17 day of March, 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Juan Rosel.** who being before me here and now duly swears upon oath and says:

My name is **Juan Rosel.** my address is 1608 Pebble Dr. Mission TX. I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1992 to 2001. I have known **Cowboy Road.** To be open to the public and maintained by the County since 1992.

Juan Rosel

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Juan Rosel**. who being before me here and now duly swears upon oath and says:

My name is **Juan Rosel** . my address is 1608 Pebble Dr. Mission, TX. I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1992 to 2001. I have known **Guajolate Road**. to be open to the public and maintained by the County since 1980.

Juan Rosel

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17, day of March, 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-12-

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose M. Flores.** who being before me here and now duly swears upon oath and says:

My name is **Jose M. Flores**. my address is 1105 Ursula, Mission Tx. I have been employed as County Commissioner by Hidalgo County Precinct No. 3 from 2001 to present. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1992.

Jose M. Flores

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 12th day of March 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My [illegible] 09-18-2013

Notary Public, State of Texas

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jose M. Flores.** who being before me here and now duly swears upon oath and says:

My name is **Jose M. Flores** . my address is 1105 Ursula, Mission Tx.. I have been employed as County Commissioner by Hidalgo County Precinct No. 3 from 2001 to present. I have known **Guajolate Road**. to be open to the public and maintained by the County since 2001.

Jose M. Flores

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of May, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Domingo Villarreal Jr.** who being before me here and now duly swears upon oath and says:

My name is **Domingo Villarreal Jr.** my address is P.O. Box 675 Penitas TX. I have been employed by Hidalgo County Precinct No. 3 since 1987 to the present. I have known **Cowboy Road.** To be open to the public and maintained by the County since 1987.

Domingo Villarreal Jr

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 12 day of March, 2010.

Notary Public, State of Texas

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2013

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Domingo Villarreal Jr.** who being before me here and now duly swears upon oath and says:

My name is **Domingo Villarreal Jr.** my address is P.O. Box 675 Penitas TX . I have been employed by Hidalgo County Precinct No. 3 since 1987 to the present. I have known **Guajolate Road.** to be open to the public and maintained by the County since 1987.

Domingo Villarreal Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-19-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Duane Bell**. who being before me here and now duly swears upon oath and says:

My name is **Duane Bell**. My address is 205 W. Fern McAllen Tx I have known **Cowboy Road**. To be open to the public and maintained by the County since 1967.

Duane Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Duane Bell.** who being before me here and now duly swears upon oath and says:

My name is **Duane Bell.** my address is 205 W. Fern McAllen, Tx. I have known **Guajolate Road.** to be open to the public and maintained by the County since 1967.

Duane Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 17th day of March 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Olivero Solis Jr.** who being before me here and now duly swears upon oath and says:

My name is **Olivero Solis Jr.** my address is 228 West 10th Street La Joya , Texas . I was employed by Hidalgo County Precinct No. 3 since 1989 to the 2006. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1989.

Olivero Solis Jr.
Olivero Solis Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 11th day of March, 2010.

Notary Public, State of Texas

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit
Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Olivero Solis Jr.** who being before me here and now duly swears upon oath and says:

My name is **Olivero Solis Jr.** my address is 228 West 10th Street La Joya, Texas . I was employed by Hidalgo County Precinct No. 3 since 1989 to the 2006. I have known **Guajolate Road**. To be open to the public and maintained by the County since 1989.

Olivero Solis Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This 11th day of March, 2010.

Notary Public, State of Texas

AI-20385 **18.A.**

Memorandum of Understanding-between the County of Hidalgo and the HIDTA Task Force

CC REGULAR

Date:	03/23/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, and approval to accept the "Memorandum of Understanding" (MOU) between Hidalgo County and the Hidalgo County HIDTA Task Force.

BACKGROUND

The Hidalgo County HIDTA Task Force is solely responsible to reimburse Hidalgo County for "Janitorial Services".

The Memorandum of Understanding (MOU) between Hidalgo County and the Hidalgo County HIDTA Task Force was reviewed and approved by Rene Guerra, Hidalgo County Criminal District Attorney.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1291-412-00-270-003-9-423

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

BUDGETARY IMPACT:

Available funds in the amount of $3,600.02, under fiscal year 2009 Grant Funds, as of 03/17/10.

As per Nelda Olivarez, HIDTA Grants Accountant, the difference of funds in the amount of $2,640.00, will be provided from the fiscal year 2010 HIDTA Task Force Grant funds (Acct. No. 0-1291-412-00-270-003-0-423), pending approval of grant scheduled for CC meeting on 03/30/10.

Attachments

Link: MOU-Janitorial Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2010 03:40 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/19/2010 10:19 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Nelda Olivarez

Started On: 03/16/2010 02:44 PM

Final Approval Date: 03/19/2010

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO
AND
THE HIDALGO COUNTY HIDTA TASK FORCE

This Agreement is entered in by the **HIDALGO COUNTY HIDTA TASK FORCE** hereinafter referred to as **"HIDTA"** and the **COUNTY OF HIDALGO** hereinafter referred to as **"COUNTY"** for the purpose of the reimbursement of janitorial services, incurred by **HIDTA.**

WHEREAS, HIDTA and the **COUNTY** are located in close proximity and have close government ties; and

WHEREAS, HIDTA, located at 3100 South Closner, Foxtrot Building, Edinburg, Texas (the **"Building"**), and occupies four thousand three hundred and sixteen square feet (4,316 sq. ft.), would benefit from janitorial services as provided by the **COUNTY.**

NOW, THEREFORE, HIDTA and the **COUNTY,** in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **COUNTY** agrees to perform janitorial services to the **Building** as further described in this Agreement.

2. **HIDTA** agrees to be solely responsible to **COUNTY** in the amount of Five Hundred Twenty and no/100th ($520.00) per month as consideration for janitorial services provided by **COUNTY.**

3. **HIDTA** agrees to reimburse **COUNTY** within the thirty (30) days of receipt of the invoice from **COUNTY.**

4. **Term.** This Agreement shall begin on January 1, 2010 and terminate on December 31, 2010.

5. **COUNTY** agrees to perform daily janitorial services in the office areas of the **Building** as follows:

- Emptying all wastebaskets and trash receptacles;
- Removing waste to designated areas;
- Sweeping and moping all hard surface floors as needed;
- Dusting or damp wiping desks and furniture;
- Spot cleaning all glass furniture, mirrors, and glass partitions;
- Vacuuming all carpeted areas.

6. **COUNTY** agrees to perform daily janitorial services in the restroom areas of the **Building** as follows:

- Damp wiping and polishing all restroom dispensers and refilling tissue, towels, and soap dispensers;
- Emptying, cleaning, and sanitizing, waste receptacles;
- Replacing all receptacle bags daily;
- Cleaning and polishing all restroom shelves, mirrors, and bright metals;
- Wet moping restroom floor with an odorless disinfectant solution with shine enhancer.

7. **HIDTA** and **COUNTY** will coordinate work schedules in order to provide for minimal disruption of operations of the **Building**.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law), 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 . The Agreement shall be modified only to the extent necessary to conform to the applicable law bringing them within the legal requirements and only during the time such conflicts exists.

9. **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.

10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by **COUNTY** and **HIDTA,** 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 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 **HIDTA:** Dora L. Munoz, Commander
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, Texas 78502

If to **COUNTY:** County of Hidalgo
Attention: Rene Ramirez, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Rene Guerra, County District Attorney
100 N. Closner
Edinburg, Texas 78539

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

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. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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 provision of Tex. Loc. Govt. Code Ann. 271.903.

17. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been

stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WHEREAS, the life of this agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

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

COUNTY OF HIDALGO

Rene A. Ramirez, Hidalgo County Judge — Date

Rene Guerra, County District Attorney — Date

Dora L. Munoz, HIDTA Task Force Commander — 3/14/2010 Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By:_____ Date: _____

AI-20396 **19.A.**

Park equipment purchase - City of Mercedes

CC REGULAR

Date:	03/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, an approved vendor Miracle Recreation Equipment Company (contract #269-07) in the amount of $218.60 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Las Flores Del Valley City Park. City of Mercedes UCP Year 22 (2009) Parks recreational facility Improvements funds will be utilized.

BACKGROUND

The park equipment (swing set) will be purchased to be placed at the Las Flores Del Valle City Park. Miracle Recreation Equipment Company is an approved vendor through the Buy Board, Contract #269-07. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Miracle Recreation Equipment Company
Purchase Amount:	$218.60
Funds Available:	$256.19 Year 22 (2009) Mercedes Parks Recreational Facilities funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the purchase of Parks, Recreational Equipment will utilize Urban County Year 22 (2009) City of Mercedes Parks Recreational Facility Improvements funds.

Attachments

Link: Mercedes park equip

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/17/2010 11:58 AM	APRV
2	Perla Lopez	Perla Lopez	03/17/2010 12:18 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Estella Webber

Started On: 03/17/2010 10:11 AM

Final Approval Date: 03/19/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** Marilyn Ahrens

PURCHASE #1 **Name:** Miracle Recreation Equipment Co. **Contract No. :** 269-07 **Phone:** 1-800-626-0238

Quantity	Description of Items	Price per Unit	Total Amount
3	Belt Seat (Blue)	37.40	112.20
1	360 Degree Tot Seat (Blue)	88.40	88.40
1	Shipping/Freight	18.00	18.00
		TOTAL:	218.60

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Requested by: Olga Rosas Date 3/11/2010 **UCP Approval:** A. Baeza Date 3/16/10

RFQ - Summary Information

Print | RFQ List | Edit | Delete | Send to Vendors

To return to the list of RFQ's, click the RFQ List button.
To send the RFQ to all vendor(s) listed in the Vendor(s) Receiving RFQ section, click the Send to Vendor(s) button.

Contact Information:

Contact Name: Olga Rosas
Contact Phone: (956) 565-3114 x 129
Contact Entity: Mercedes, City
Contact Address: City of Mercedes, 105 North Ohio Ave, Mercedes, TX, 78570
Contact E-mail: orosas@ci.mercedes.tx.us
Description: Mercedes Parks
Due Date&Time: 3/10/2010 2:00:00 PM
Vendor Notes: Include Shipping/Freight

RFQ Item Information:

Item #	Part#	Qty	Model#	Pack Weight	Manufacturer
[1]	284	3			
	Belt Seat (Blue)				
[2]	299	1			
	360 Degree Tot Seat (Blue)				
[3]		1			
	Shipping/Freight				

Vendor(s) Receiving RFQ:

Miracle Recreation Equipment Co.

<< Back

[Log Out]

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RFQ List (New RFQ's)

= *View Details*

Status	Description	Contact Entity	Created by User	Created On	Due On
Responded	Mercedes Parks	Mercedes, City	Rosas,Olga	03/05/2010	03/10/2010 2:00:00 PM

Tabulation Sheet: Mercedes Parks

To award items to a vendor, click the Award button. The item will be added to your shopping basket.
To remove an awarded item, click the Awarded button. This sets the button back to Award.
To check out, click the Check Out button
To view additional item details click Info

Back

Item #	Part # / Vendor	Description	Qty	Unit	Price	
[1]	284 Miracle Recreation Equipment Co.	Belt Seat (Blue)...	3	EA	$37.40	Award Info
[2]	299 Miracle Recreation Equipment Co.	360 Degree Tot Seat (Blue)...	1	EA	$88.40	Award Info
[3]	n/a Miracle Recreation Equipment Co.	Shipping/Freight...	1	EA	$18.00	Award Info

[Log Out]

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To award items to a vendor, click the Award button. The item will be added to your shopping basket.

Part # / Vendor	Description	Qty	Unit	Price	
284 Miracle Recreation Equipment Co.	Belt Seat (Blue)...	3	EA	$37.40	Award

Item Information

Vendor:	Miracle Recreation Equipment Co.
Vendor Part Number:	284
Quote Number:	09100166
Description:	Belt Seat (Blue)
Unit of Measure:	EA
Quantity:	3
Manufacturer:	Miracle Recreation
Manufacturer Model Number#:	#284
Pack Weight/Count:	
Price:	$37.40
RFQ Expiration Date:	6/30/2010
Deviation:	

Back

[Log Out]

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To award items to a vendor, click the Award button. The item will be added to your shopping basket.

Part # / Vendor	Description	Qty	Unit	Price	
					Award
299 Miracle Recreation Equipment Co.	360 Degree Tot Seat (Blue)...	1	EA	$88.40	

Item Information

Vendor:	Miracle Recreation Equipment Co.
Vendor Part Number:	299
Quote Number:	09100166
Description:	360 Degree Tot Seat (Blue)
Unit of Measure:	EA
Quantity:	1
Manufacturer:	Miracle Recreation
Manufacturer Model Number#:	299
Pack Weight/Count:	
Price:	$88.40
RFQ Expiration Date:	6/30/2010
Deviation:	

Back

[Log Out]

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To award items to a vendor, click the Award button. The item will be added to your shopping basket.

Part # / Vendor	Description	Qty	Unit	Price	
n/a Miracle Recreation Equipment Co.	Shipping/Freight...	1	EA	$18.00	Award

Item Information

Vendor:	Miracle Recreation Equipment Co.
Vendor Part Number:	n/a
Quote Number:	09100166
Description:	Shipping/Freight
Unit of Measure:	EA
Quantity:	1
Manufacturer:	n/a
Manufacturer Model Number#:	n/a
Pack Weight/Count:	
Price:	$18.00
RFQ Expiration Date:	6/30/2010
Deviation:	

Back

[Log Out]

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Vendor Contract Information

Proposal Documents

Back

Vendor: Miracle Recreation Equipment Co.
Address: P.O. Box 18186
San Antonio, TX 78218
Phone: (800) 626-0238
Contact: Marilyn Ahrens
Email: marilyn@miracleparkplace.com
Website: www.miracleparkplace.com
Federal ID: 43-1595099
Accepts RFQs: Yes
Contract: Parks & Recreation & Field Lighting Products & Installation #269-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 30
Shipping Terms: Freight prepaid added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
269-07
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: None
Return Policy: 20% restocking fee
Additional Dealers: Authorized Dealers/Installers include: Park Place Recreation Design serving South Texas, Webuildfun serving Central and North Texas, May Recreation serving East Texas, and Churchich Recreation serving West Texas.

[Log Out]

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Current BuyBoard Vendors

Office Supplies & Equipment #328-09 — Expires: 10/31/2012

**A Photo Identification	Gulf Coast Paper Company	Mark of Distinction
**Perry Office Plus	Pitney Bowes	Positive Proof, Inc.
Staples Contract & Commercial, Inc.	**T&G ID SYSTEMS, INC.	

Outdoor Street Lighting #302-08 — Expires: 8/31/2011

Crawford Electric Supply	Facility Solutions Group	Graybar Electric
Holophane Lighting	Republic ITS	Sun Valley Lighting
Wesco Distribution, Inc.		

Parks & Recreation & Field Lighting Products & Installation #269-07 — Expires: 9/30/2010

adsLED, Inc.	All Play, Inc.	**American Parks Company
American Ramp Company	Atlas Sign Services	**BJ's Park & Recreation Products
Child's Play, Inc.	**Custom Swings of Texas, Inc.	Daktronics, Inc.
DunRite Playgrounds	ExerPlay, Inc.	Fun Abounds
Gametime/Total Recreation Products, Inc.	Grounds For Play, Inc.	**Hunter-Knepshield Of Texas, Inc.
InSite Amenities, L.P.	**John F. Clark Company	Kraftsman Playground & Park Equipment
Lone Star Recreation	Masterkraft Enterprises	Miracle Recreation Equipment Co.
Musco Sports Lighting	Noah's Park & Playgrounds, LLC	Olen Williams, Inc.
Play and Park Structures	PlayPower LT Farmington, Inc./All Play, Inc.	**Recreation Consultants of Texas, LLC
Robson Corporation	Sign Solutions, Inc.	Spectrum Corporation
Sports Facilities & Co. (Sports Field Lighting)	SRS Advertising	Sturdisteel Company
T.F. Harper & Associates	Techline Sports Lighting, LP	**The Playwell Group, Inc.
Triple M Recreation	USA Shade & Fabric Structures, Inc.	Vortex Aquatic Structures International

Pipe Bursting Equipment #286-08 — Expires: 3/31/2011

Earth Tool Company LLC	TT Technologies, Inc.	

Public Safety & Fire House Supplies & Eq. #284-08 — Expires: 3/31/2011

All America Sales Corporation	Aramsco, Inc.	**Digital 2000, Inc.
Cooley Tackaberry, Inc.	Emergency Vehicle Supply	Ferrara Fire Apparatus, Inc.
Fleet Safety Equipment, Inc.	GT Distributors, Inc	John Wright Associates, Inc.
Kustom Signals, Inc.	Laerdal Medical Corporation	LaserCraft Inc.
Metro Fire Apparatus Specialists, Inc.	Miller Uniforms & Emblems Inc.	NAFECO
S&P Communications	Satellite Tracking of People, LLC	SGS Industrial Supplies, Inc
Texas Highway Products	Vista Com	Wildfire Truck & Equipment Sales
Wilson Fire/Rescue		

AI-20434 **19.B.**

Construction contract - Palmview, Pct. #3

CC REGULAR

Date:	03/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for Hidalgo County Precinct No. 3 is requesting consideration and action to award and enter into a Construction Contract with Sol Technologies, LLC. for the Precinct No. 3 Palmview Street Improvements at Tierra Linda Subdivision in the City of Palmview in the amount of $223,542.00 utilizing forfeited Precinct No. 3 (Palmview) UCP Year 22 (2009) Urban County Program Street Improvement funds.

BACKGROUND

Bid opening was March 10, 2010 and recommended bidder that met all specifications and/or requirements was Sol Technologies, LLC. The project involves Solar Light Installation and purchase for Tierra Linda Subdivision in the City of Palmview.
(See attached recommendation by the project engineer and Precinct) (Project Engineer: S&B Infrastructure).

Contractor: Sol Technologies, LLC.
Contract Amount: $223,542.00
Funds Available: $294,871.98 Year 22 (2009) Precinct No. 3 (Palmview) Street Improvements

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) Precinct No. 3 - Palmview Street Improvement funds for this project.

Contract amount: $223,542.00
Funds Available: $294,871.98

Attachments

Link: project recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 09:13 AM	APRV

2	Perla Lopez	Perla Lopez	03/18/2010 12:11 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Estella Webber Started On: 03/18/2010 07:54 AM

Final Approval Date: 03/19/2010

Memo

To: Diana Serna, Executive Director

From: Dr. Mona R. Parras, Chief Administrator, Pct. 3

CC: Monica Luna, CDBG Coordinator

Date: 3/17/2010

Re: City of Palmview Street Improvement Project

Please advise your staff to begin the awarding process for the City of Palmview (Tierra Linda Subdivision) Street Improvement Project. The lowest bidder recommended by the engineer is Sol Technologies, LLC in the amount of $223,542.00. Please place item on the next agenda for approval.

Thank you in advance for your prompt attention to this request. If you have any questions regarding this memo please contact me at 956-585-4509.

S&B INFRASTRUCTURE, LTD.
Engineering ⇔ Management ⇔ Technology

Engineer's Recommendation

March 16, 2010

Attn: John V. Alaniz,
City Manager
Palmview, TX

Ref:
Bid For; "Precinct No.3 (Palmview) Street Improvements-Tierra Linda Subdivision"
Bid # 5009-93(55)-0311-5000-9300(5500)-MB

Dear John V. Alaniz,

We have reviewed the bid documents submitted on March 10, 2010 at the Hidalgo County Administration Building. Bids were submitted by Metro Electric, Inc. and Sol Technologies, LLC for the Street Lighting Improvements at Tierra Linda Subdivision. Metro Electric, Inc. submitted a sealed bid in the amount of $260,172.00 (Two hundred sixty thousand – one hundred seventy two dollars and zero cents) with an alternate bid amount of $208,230.00 (Two hundred eight thousand- two hundred thirty dollars and zero cents). The sealed bid submitted by Sol Technologies was in the amount of $223, 542.00 (Two hundred twenty three thousand – five hundred forty two dollars and zero cents).

The alternate bid was submitted by Metro Electric, Inc. and consisted of utilizing components which did not meet required design criteria and specifications. After careful review and consideration of the alternate bid (lowest bid per attached bid tabulation); specifications were not met. According to Specification 16510 Section 1.3 requiring manufacturers available for 24/7 technical support, Specification 16510 Section 3.1 Cobra head LED fixture to have 100,000 hour rated life, Specification 16510 Section 4.6 requiring tilted mounting bracket support, and Specification 16510 Section 2.2 where LED Light engines, lamps and fixtures to have minimum warranty of 10 years; therefore S&B Infrastructure recommends ***Sol Technologies, LLC*** as the winning bidder.

If you have any questions, feel free to contact us with any of your comments or concerns,

Sincerely,

Dario Guerra, PE.
Project Manager
(956)926-5053

S&B Infrastructure, LTD.
TXPE Firm # 1582

CONSTRUCTION CONTRACT

This Agreement, entered into this **23rd** day of **March** 20**10** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 3 (Palmview)** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Sol Technologies, LLC.** (a corporation) of **Weslaco**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Hidalgo County Precinct No. 3 (Palmview)**
PROJECT #: **5009-93(55)-0311-5000-9300(5500)-MB**
PROJECT DESCRIPTION: **"Street Improvements – Lighting at Tierra Linda Subdivision"**

hereinafter called the project, for the sum of (**$223,542.00) Two hundred twenty three thousand – five hundred forty two dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the—plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **S&B Infrastructure, LTD.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract,

subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Sol Technologies, LLC.

Address: 606 S Missouri Ave
Weslaco, TX 78596

Fed. I.D. #/S.S: 71-1020917

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

Witness:

_____

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-20414 **19.C.**

Sidewalk Improvements - City of San Juan

CC REGULAR

Date:	03/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for the City of San Juan is requesting consideration and action to award and enter into a Construction Contract with Del Sol Homes for the Sidewalk Improvements in the City of San Juan in the amount of $59,300.00 utilizing Urban County Program Year 22 (2009), Sidewalk funds.

BACKGROUND

Bid opening was held March 10,2010 and the lowest bidder meeting all specifications and/or requirements was Del Sol Homes. The project involves sidewalk construction in the City of San Juan. (See attached recommendation by the project engineer and city). (Project Engineer: Javier Hinojosa Engineering)

Contractor: Del Sol Homes
Contract Amount: $59,300.00
Funds Available: $117,250.00 Year 22 (2009) San Juan Sidewalk Improvement Fund.

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) San Juan Sidewalk Improvement funds for this project.

Contract Amount: $ 59,300.00
Funds Available: $117,250.00

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:41 AM	APRV
2	Perla Lopez	Perla Lopez	03/18/2010 12:05 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Estella Webber

Started On: 03/17/2010 02:46 PM

Final Approval Date: 03/19/2010

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

March 15, 2010

Mr. Tirso Garza, City Manager
City of San Juan
709 S. Nebraska
San Juan, Texas 78589

Re: City of San Juan Sidewalk Improvements

Dear Mr. Garza,

Bids were received and opened for the referenced project at 9:30 a.m. on March 10, 2010. A total of five bids were received with Del Sol Homes being the low bidder with a total base bid of $44,300.00. This base bid includes work involved with installation of a 4' sidewalk along the north side of Ridge Road from PSJA High School to San Antonio Avenue, along the south side Ridge Road from San Antonio Avenue to Nebraska Avenue and along the east side of San Antonio Avenue from Ridge Road to Valencia Blvd. In addition, an Alternate Bid was received in the amount of $15,000.00 for installation of a 4' sidewalk along the north side of Ridge Road from San Antonio Avenue to Nebraska Avenue. Attached is a bid tabulation of the five bids received. We recommend award of the Contract to Del Sol Homes for the base bid and the Alternate Bid in the total amount of $59,300.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Monica Luna, CDBG Coordinator, Urban County Program

CONSTRUCTION CONTRACT

This Agreement, entered into this 23rd day of March 2010 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by City of San Juan (hereinafter called the "OWNER", acting herein through its County Judge, and Del Sol Homes Construction (a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of San Juan Sidewalk Improvements
PROJECT #: 5009-75-0312-5000-7500-MB
PROJECT DESCRIPTION: "City of San Juan Sidewalk Improvements"

hereinafter called the project, for the sum of ($ 59,300.00) Fifty Nine thousand –three hundred Dollars and zero Cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Javier Hinojosa Engineering entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 300.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Signature

Name of Firm: Del Sol Homes Construction

Address: 1422 E. Thompson

Edinburg, Texas 78542

Fed. I.D. #/S.S: 27-1470239

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20 10 _____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

Witness:

_____

City Secretary:

_____

City of San Juan:

_____
Mayor Pedro Contreras

Urban County Program:

_____
Diana R. Serna
Urban County Program Director

AI-20327 **20.A.**

Drug Court Program

CC REGULAR

Date: 03/23/2010

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Approval to apply for the Drug Court Programs Grant with the Criminal Justice Division (CJD).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:53 AM	APRV
2	Erika Zamora	Erika Zamora	03/19/2010 03:39 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Diana Solis — Started On: 03/10/2010 04:53 PM

Final Approval Date: 03/19/2010

Drug Court Programs Solicitation

The Criminal Justice Division (CJD) of the Governor's Office is soliciting competitive applications for projects that support eligible drug court programs during the state fiscal year 2011 grant cycle.

Purpose: The purpose of the Drug Court Program is to support drug courts as defined in Chapter 469 of the Texas Health and Safety Code, which incorporate the following ten essential characteristics:
(1) The integration of alcohol and other drug treatment services in the processing of cases in the judicial system;
(2) The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants;
(3) Early identification and prompt placement of eligible participants in the program;
(4) Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services;
(5) Monitoring of abstinence through weekly alcohol and other drug testing;
(6) A coordinated strategy to govern program responses to participants' compliance;
(7) Ongoing judicial interaction with program participants;
(8) Monitoring and evaluation of program goals and effectiveness;
(9) Continuing interdisciplinary education to promote effective program planning, implementation, and operations; and
(10) Development of partnerships with public agencies and community organizations.

Available Funding: Article 102.0178 of the Texas Code of Criminal Procedure establishes state funding for this purpose and designates CJD as the administering agency. Funds received under this article are deposited to the credit of the drug court account in the general revenue fund.

Standards: Grantees must comply with the standards 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) vehicles or equipment for government agencies that are for general agency use;
(4) weapons, ammunition, explosives or military vehicles;
(5) admission fees or tickets to any amusement park, recreational activity or sporting event;
(6) promotional gifts;
(7) 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;
(8) membership dues for individuals;
(9) 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 (e.g., supplanting);
(10) fundraising;
(11) construction;
(12) medical services; and
(13) transportation, lodging, per diem or any related costs for participants, who attend training developed or coordinated using grant funds.

Drug Court Programs Solicitation

Eligible Applicants: Counties and Municipalities.

Requirements:
(1) The presiding judge of a drug court funded under this RFA must be an active judge holding elective office, master or magistrate.
(2) Pursuant to Texas Health and Safety Code §469.006, counties with populations of more than 200,000 are required to establish a drug court.

Project Period: Grant-funded projects must begin on or after September 1, 2010, and expire on or before August 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 mandated drug courts under Texas Health and Safety Code, Section 469.006.

Closing Date for Receipt of Applications: All applications must be submitted via CJD's eGrants website on or before April 9, 2010.

Selection Process: Applications will be competitive and 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 Scott Hutchinson at scott.hutchinson@governor.state.tx.us or at (512) 463-1919.

DWI Court

The DWI Court will handle approximately 100 offenders every 6 months for a total population served of 200 offenders per year. Even though this is a small percentage of pending DWI's, the idea behind the program is to stop the revolving door that DWI's perpetuate.

Offenders who met the criteria;
been charged with a misdemeanor DWI and,
have a previous DWI arrest in their past and,
have no felony convictions and,
been assessed for chemical dependency issues,
will be accepted into the program.

The program will consist of several phases(these are still in the planning stage);

1) orientation and detailed criminogenic assessment (looking for issues that might inhibit success that are not substance abuse) (2 weeks)
2) treatment phase, substance abuse plus other cognitive treatment as needed (12-16 weeks)
3) discharge phase (10-12 weeks)

All participants will attend the court every other week during the orientation phase and transition to once a month court appearances in phase three.

All participants will have weekly office visits during phase 1, twice a month in phase 2 and monthly office visits in phase 3.

In addition numerous home and field visits will be conducted.

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County that the Hidalgo County DWI Court be operated for the 2011 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved 23RD day of March, 2010

Grant Number: _____

AI-20455 **21.A.**

2009 Tobacco Settlement Distribution

CC REGULAR

Date:	03/23/2010
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Letty Chavez
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Requesting approval to submit the 2009 Tobacco Settlement Distribution Report to the Department of State Health Services; and, authorizing County Judge to execute the report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 02:28 PM	APRV
2	Erika Zamora	Erika Zamora	03/19/2010 01:23 PM	APRV
3	Veronica Lopez	Angela Garcia	03/19/2010 02:00 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Maria Medina — Started On: 03/18/2010 02:11 PM

Final Approval Date: 03/19/2010

AI-20428 **22.A.**

Project Report by TEDSI

CC REGULAR

Date:	03/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Humberto Garza
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Status Project Report by TEDSI regarding on-call contract for HCRMA & HCMPO TAC Meeting

BACKGROUND

Fiscal Impact

Attachments

Link: HCRMA Project Report

Link: HCMPO TAC Project Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/18/2010 06:45 AM	APRV
2	Roland Garcia	Rolando Garcia	03/19/2010 10:12 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/17/2010 04:02 PM

Final Approval Date: 03/19/2010

TEDSI INFRASTRUCTURE GROUP TEDSI *Consulting Engineers* 1201 E. Expressway 83 ♦ Mission, Texas 78572 (956) 424-7898	Project Report
TO: Honorable Judge Rene A. Ramirez Commissioner Sylvia Handy Commissioner Hector "Tito" Palacios Commissioner Joe M. Flores Commissioner Oscar Garza	**DATE:** March 10, 2010
FROM: Eric Dietrich, P.E., PTOE – Project Manager	**TEDSI PROJECT NO.:**
REFERENCE: Project Report – February 23, 2010 – HCRMA Meeting	

This Report covers main items discussed during the HCRMA meeting held on February 23, 2010 at 5:30 PM in the City of Mission Council Chambers Conference Room, 1201 E. 8th St, Mission, Texas.

Public Comments

Several neighbors from Quiet Village Complex in Donna addressed the Board of Directors and asked questions about the project. Mr. Garza provided and overall overview of the project stating that:

- RMA is still looking for funding to finance the project;
- The final cost estimate for the project is unknown and environmental study is still ongoing;
- It is expected that by June or July the RMA will have a clearer picture on the funding. The cost estimate should be ready around June and only then appraisal can take place.

Approval of Meeting Minutes from January 13, January 20 and February 4, 2010.

Minutes were approved as presented. (Minutes Attached).

Consideration and Approval of Financing Reports – Cheryl Bellamy, SAS, LLP.

Ms. Bellamy made a brief presentation of the financial report and a motion to approve the report carried unanimously.

Presentation of reports: Discussion, Consideration and possible action

A. Administration Report - Mr. Godfrey Garza.

1. Discussion, consideration and approval of Engagement with Engineering Firms to provide Professional Engineering Services as it relates to the GMP Review – Resolution 2009-45
   Given that the project was reduced to only one section, the members of the Board were asked to rank S&B Engineering (S&B) and Raba Kistner (RK) as No. 1 and 2 for evaluation of the GMP review. A vote was taken and S&B was selected as No. 1 and RK No. 2. As a result, the RMA will negotiate first with S&B and in case there is no agreement, the RMA will then negotiate with RK.

2. Discussion consideration and action approving Request for proposal for Legal Services – Resolution 2010-11
   There will be an advertising process and delivery of proposals.
3. Discussion and Direction as it pertains to the tolling infrastructure.
   It was notified that there are two major firms that provide this type of service, ETC and TRMI. A discussion followed on the direction to follow.
4. Discussion consideration and action on revised GMP proposal from Hidalgo County Roadbuilders – Resolution 2010-12
   A revised GMP proposal for segment 2 (all inclusive) was distributed to each one of the members. A motion to receive the proposal for consideration was made and the motion carried unanimously.
5. Discussion on Local Control of Project
   A letter will be sent to TxDOT regarding local control of the project.
6. Discussion and action on the Finance, Executive, Planning and Selection Committee Member Appointments
   After discussion no action was taken. However, it was agreed that for now there will be no Committee appointments, all issues will be discussed among all members of the board.
7. Discussion and action on selection of appraisals services from the Hidalgo County Pool by Selection Committee.
   Executive Director will provide Board Members with copies of Statement of Qualifications of 5 firms selected from the Hidalgo County Pool for ranking purposes. There was not a vote for this item.
8. Discussion and action on selection of short list of Professional Engineering Services from the Hidalgo County Engineering Pool by the Selection Committee as it relates to the TIGER Grant Project locations
   Out of thirty firms from the Hidalgo County Engineering Pool, Executive Director selected nine and will send copies of the Statement of Qualifications to the Board Members for ranking purposes.
9. Annual Report – March 31, 2010; Strategic Plan – 2010
   Executive Director provided a brief overview.

TxDOT

Mr. Mario Jorge was not able to attend. However, his designee, Mr. Jody Ellington briefed the Board on:

- Market Valuation
- Project update

Hidalgo County Roadbuilders

Mr. Reza Badiozzamani reported there was nothing new to convey to the Board unless there were questions. No questions were asked.

First Southwest

Mr. Chris Vela provided updates on NADBank Meeting.

PBS&J

Ms. Winkler provided and update on Supplemental Environmental Contract.

TRPSA, Legal Counsel

Mr. Dan Rios discussed:

- Training Schedule – Ethics Training
- Personal financing statements

Chairman's report

Mr. Burleson expanded on updates from Texas Transportation Forum

AGENDA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
BOARD OF DIRECTORS REGULAR MEETING
5:30 PM TUESDAY, FEBRUARY 23, 2010
CITY OF MISSION - COUNCIL CHAMBERS
1201 E. 8TH STREET
MISSION, TEXAS
PRESIDING: DENNIS BURLESON, CHAIRMAN

PURSUANT TO GOVERNMENT CODE SECTION 551.041, V.T.C.A., AS AMENDED, NOTICE IS HEREBY GIVEN THAT A REGULAR PUBLIC MEETING OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL BE HELD ON TUESDAY, FEBRUARY 23, 2010; CITY OF MISSION, 1201 E. 8TH, MISSION, TEXAS 78572

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENTS

3. GENERAL BUSINESS ITEMS:

   A. Consideration and Approval of Minutes January 13, January 20 and February 4 - 2010
   B. Consideration and Approval of Outstanding Invoices and Travel Requests
   C. Consideration and Approval of Financial Reports – Cheryl Bellamy, SAS, LLP.

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION
   A. Administrative Report – Godfrey Garza, Jr.
      1. Discussion, consideration, and approval of Engagement with Engineering Firms to provide Professional Engineering Services as it relates to the GMP Review – Resolution 2009-45
      2. Discussion, consideration and action approving Request for proposal for Legal Services Resolution 2010-11
      3. Discussion and Direction as it pertains to the tolling infrastructure
      4. Discussion, consideration and action on revised GMP proposal from Hidalgo County Roadbuilders – Resolution 2010-12
      5. Discussion on Local Control of Project
      6. Discussion and action on the Finance, Executive, Planning and Selection Committee member Appointments
      7. Discussion and action on selection of appraisals services from the Hidalgo County Pool by Selection Committee
      8. Discussion and action on selection of short list of Professional Engineering Services from the Hidalgo County Engineering Pool by the Selection Committee as it relates to the TIGER Grant Project locations
      9. Annual Report -March 31, 2010 ; Strategic Plan - 2010

AGENDA

B. TxDOT – Mario Jorge, PE
   1. Market Valuation
   2. Project Update

C. Hidalgo County Roadbuilders – Reza Badiozzamani
   1. Project Update

D. First Southwest – Richard Ramirez/Chris Vela
   1. Market Valuation Process
   2. NADBank Meeting

E. PBS&J –Kerry Winkler
   1. Update on Supplemental Environmental Contract

F. Legal – Blakely Fernandez and Dan Rios
   1. Training schedule – Ethics training
   2. Personal Financial Statements

G. Chairman's Report

5. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above. The Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session.

PUBLIC INPUT POLICY
Public Input Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

Posted: 2/19/2010

DRAFT

MINUTES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
BOARD OF DIRECTORS WORKSHOP
3:00 PM - WEDNESDAY, JANUARY 13, 2010
CITY OF PHARR: COUNCIL CHAMBERS – 2ND FLOOR
118 S. CAGE BLDV, PHARR TEXAS
PRESIDING: DENNIS BURLESON, CHAIRMAN

Board Members Present:	Others:	
Dennis Burleson, Chairman	Flor E. Koll	Robert Macheska
Ramiro E. Salazar, Secretary/Treasurer	Dan Rios, Legal Counsel	Scott Young
Ricardo Perez, Vice-Chair	Blakely Fernandez	Kerry Winkler
Juan Maldonado, Member	Reza Badiozzamani	Velma Garcia
Ricardo Perez, Member	Rolando Quintanilla	Phillip Pauelek
Michael Cano, Member	Jorge Madrigal	Erika Reyna
Joe Olivarez, Member	Brittney Farr	Robert Fina
Godfrey Garza, Jr.	Richard Moya	Homero Guiterrez
	Forrest Runnels	Behrooz Badiozzamani
	Jacinto Garza	Ken Jones
	Ramon Navarro, IV	Jeremy Santoscoy
	Craig Paterson	Pete Mcrae

1. Discussion on the Trade Corridor and Connector Development.

   Godfrey Garza addressed the board on the following: TIGER Grant Applications, Development of the Loop Section on the Southside, issues regarding acceptance or non acceptance of GMP, and the status of the confidentiality regarding the GMP.

   No action was taken during this Workshop.

2. Discussion, consideration, and action on Resolution clarifying Administrative/Managerial Consultant Contract

Ms. Fernandez gave an explanation of Chapter 43 of the Administrative Code regarding Executive Director/Chief Financial Officer. ***Rick Perez (Vice-Chair) made a motion to approve Resolution 2010-01 clarifying administrative and managerial consultant contract, Ramiro Salazar seconded the motion and upon a vote the motion carried unanimously.***

3. Discussion on Annual filing of Personal Financial Statements

Ms. Fernandez reminded the Board of Directors annual filing of Personal Financial Statements are due April 30, 2010. ***No action required.***

4. Discussion on Legal Services Contract/Procurement

Ms. Fernandez advised the Board of Directors that it was time to renew or procure for new Counsel for Legal Services. ***No action required at this time.***

G. Chairman's Report

1. Updates from Texas Transportation Forum

Chairman Burleson gave a brief update on the Texas Transportation Forum, thanked the members for attending. Chairman announced the upcoming February Team Tx Meeting in Dallas, Texas.

5. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters

No Executive Committee was called.

DRAFT

MINUTES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
BOARD OF DIRECTORS REGULAR MEETING
3:00 PM WEDNSDAY, JANUARY 20, 2010
CITY OF PHARR: COUNCIL CHAMBERS – 2ND FLOOR
118 S. CAGE BLDV, PHARR TEXAS
PRESIDING: DENNIS BURLESON, CHAIRMAN

Board Members Present:	Others:	
Dennis Burleson, Chairman	Flor E. Koll	Reza Badiozzamani
Ramiro E. Salazar, Secretary/Treasurer	Blakely Fernandez	Behrooz Badiozzamani
Juan Maldonado, Member	Dan Rios	Jacinto Garza
Ricardo Perez, Member	Richard Ramirez	Eddie Saenz
Michael Cano, Member	Erika Reyna	Ken Jones
Joe Olivarez, Member	Richard Moya	Carol Y Robert Pratt
Godfrey Garza, Jr.	Greg Beatty	Carl Erickson
	Delaino Schaefer	Jose Tejodor
	Mike Trevino	Robert Fina
	Arlin & Lorna Jacobson	Eric Dietrich
	Ken Jones	Scott Young
	Jesse Salinas	

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENTS

Mr. Robert Pratt addressed the Board of Directors and inquired as to when negotiations regarding their property might begin.

3. GENERAL BUSINESS ITEMS:

A. Consideration and Approval of Minutes December 12, 2009
Ramiro Salazar made a motion to approve the minutes as presented, Michael Cano seconded the motion, and upon a vote the motion carried unanimously.

B. Consideration and Approval of Outstanding Invoices and Travel Requests
Joe Olivarez made a motion to approve the outstanding invoice and travel request as presented, Ramiro Salazar seconded the motion and upon a vote the motion carried unanimously.

C. Consideration and Approval of Financial Reports – Cheryl Bellamy, SAS, LLP.
Ms. Bellamy made a brief presentation of the financial report. ***Ramiro Salazar made a motion to approve the Financial Reports, Ricardo Perez (member) seconded the motion, and upon a vote the motion carried unanimously.***

D. Consideration and Approval of HCRB Invoice #1494-006A
Joe Olivarez made a motion to approve HCRB Invoice #1494-006A, Ramiro Salazar seconded the motion and upon a vote the motion carried unanimously.

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION

A. Administrative Report – Godfrey Garza, Jr.

1. Updates from Texas Transportation Forum
Mr. Garza gave a short briefing on topics discussed a the Texas Transportation Forum

2. County Meetings/Financing Workshop
Mr. Garza gave a brief summary on meetings with County Judge and Commissioners.

3. Discussion, consideration, and approval of response to TxDOT's proposed business terms for local projects; affirming the RMA's desire for a market valuation waiver; and authorization to submit business terms to the MPO for review.
Mr. Garza reported on the Letter received from TxDOT regarding the proposed business terms and presented a response letter for signature. Ms. Blakely Fernandez elaborated on the letter. ***After the report, Ramiro Salazar made a motion to approve the response to TxDOT on the proposed business terms, Juan Maldonado seconded the motion, and upon a vote the motion carried unanimously.***

4. Discussion, consideration, and approval of Amendment 4 to the Preliminary Project Development Agreement with Hidalgo County Roadbuilders.
Mr. Garza gave an overview of the amendment to the board. ***Juan Maldonado made a motion to approve the amendment as presented, Ramiro Salazar seconded the motion, and upon a vote the motion carried unanimously.***

5. Discussion, consideration, and approval on GMP Project Sequencing
Mr. Garza requested the board approve a letter to the Hidalgo County Roadbuilders requesting modifications to the scope of the sequencing on segment 2 of the GMP. ***Michael Cano moved to approve the request, Ramiro Salazar seconded the motion and upon a vote the motion carried unanimously.***

6. Discussion, consideration and approval of an Interlocal Agreement with Hidalgo County for Accessing the Hidalgo County Professional Services Pool
Mr. Garza gave a brief explanation of the Interlocal Agreement and Ms Blakely Fernandez clarified the services would be provided through the county. ***Ramiro Salazar made a motion to approve the Interlocal Agreement with the Hidalgo County, Ricardo Perez (member) seconded the motion and upon a vote the motion carried unanimously.***

7. Discussion, consideration, and approval of Tiger Grant Project Development
No action taken at this time. **This item will be covered under item 4.E.1.**

8. Discussion, consideration, and approval of Engagement with Engineering Firms to provide Professional Engineering Services as it relates to the GMP Review

Mr. Garza recommended to the board that neither firm be engaged at this time.

Item 4.A.8. is an update item, no action required or taken.

B. TxDOT – Mario Jorge, PE

1. Market Valuation/Primacy; Timeline for Waiver Agreement
2. Pass-Through Program Call for Projects; Adding HCRMA Projects to State Highway System
3. Other State Financing Tools – Update
   a. Proposition 12 Funding
   b. Infrastructure Bank

Ms. Norma Garza gave a brief report on the Market Valuation/Primacy and Pass-Through Program call for Projects. Ms. Garza stated nothing new on Proposition 12 Funding, also TxDOT Is still waiting on rules for Infrastructure Bank.

C. Hidalgo County Roadbuilders – Reza Badiozzamani

1. Project Update

Mr. Badiozzamani gave a brief update on the Hidalgo County Roadbuilder's status, stating two critical paths being Environmental and Right of Way Acquisition.

D. First Southwest – Richard Ramirez

1. Discussion, consideration, and action regarding C&M Investment Grade Study

Prior to Mr. Ramirez addressing the Board, Mr. Garza recommended the Board move forward with the Investment Grade Study. Mr. Ramirez gave a short briefing on the Investment Grade Study regarding C&M. *Ramiro Salazar made a motion to approve the C&M Investment Grade Study, Michael Cano seconded the motion and upon a vote the motion carried unanimously.*

2. Financing Update/Schedule

No update was given.

E. PBS&J –Kerry Winkler

1. Discussion, consideration, and action approving revised Contract Proposal

Mr. Godfrey Garza gave a brief summary with Ms. Winkler, Mr. Badiozzamani and Mr. Ramirez elaborating on past and future work by PBS&J. Ms. Blakely Fernandez voiced concerns over some of the proposed language in the proposed contract amendment. After a short discussion, *Juan Maldonado made a motion to approve the revised contract upon stipulation of further definition of the scope, Ramiro Salazar seconded the motion and upon a vote the motion carried unanimously.*

F. TRPSA – Blakely Fernandez

1. Training schedule

Ms. Fernandez is working on a Government and Ethics Training schedule for Board Members.

No action required.

MINUTES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
BOARD OF DIRECTORS SPECIAL MEETING
4:30 PM THURSDAY, FEBRUARY 4, 2010
CITY OF PHARR: COUNCIL CHAMBERS – 2ND FLOOR
118 S. CAGE BLDV, PHARR TEXAS
PRESIDING: DENNIS BURLESON, CHAIRMAN

Board Members Present:	Others:	
Dennis Burleson, Chairman	Flor E. Koll	Erika Claire
Ramiro E. Salazar, Secretary/Treasurer	Dan Rios, Legal Counsel	
Juan Maldonado, Member	Reza Badiozzamani	
Ricardo Perez, Member	Luana Gonzalez	
Michael Cano, Member	Del & suzanee Schafer	
Joe Olivarez, Member	Bob & Carol Pratt	
Godfrey Garza, Jr.	Linda Falcon	

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENTS
   None

3. ACTION ITEMS:
   A. Discussion and action on Authorization on the use of the Proposed Right of Entry (ROE) form. **Godfrey Garza gave a brief summary, with Reza Badiozzamani elaborating on the use of the form.** ***After a brief discussion, Juan Maldonado made a motion to approve the use of the Right of Entry Form, Ramiro Salazar seconded the motion, and upon a vote the motion carried unanimously.***

4. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters
   No Executive Committee was called.

5. NEW BUSINESS FOR FUTURE MEETING AGENDA
   Godfrey Garza informed the Board that the County had approved the agreement for use of the Engineering Pool and other services.

6. ADJOURNMENT
   Meeting adjourned at 5:07 pm

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Report

TO:
Honorable Judge Rene A. Ramirez
Commissioner Sylvia Handy
Commissioner Hector "Tito" Palacios
Commissioner Joe M. Flores
Commissioner Oscar Garza

DATE:
March 10, 2010

FROM:
Eric Dietrich, P.E., PTOE – Project Manager

TEDSI PROJECT NO.:

REFERENCE:
Project Report – March 2, 2010 –HCMPO TAC Meeting

This Report covers main items discussed during the Technical Advisory Committee held on March 2, 2010 at 1:30 PM in the HCMPO Conference Room, 510 South Pleasantview Drive, Weslaco, Texas.

Approval of Meeting Minutes from February 02, 2010.

(Minutes Attached)

Cost Over-Run Projects

TxDOT had none to report.

MTP Update

MPO staff requested the cities and agencies to provide information regarding the projects listed on the MTP list option 2 (off system projects only) not later than Wednesday March 10, 2010. Information should include which projects are priorities, what is the acquisition of ROW status and level of completion of the plans, specifications and estimates (PS&E) package for each project. Additionally, MTP staff requested TAC members to download the TREND software from the MPO website and run scenarios in order to address the $400,000 shortfall in the MTP list. Sheets showing innovative financing options were distributed (attached). Further discussion followed and a motion to list only off system projects for Category 7 funds was carried unanimously. MPO staff provided an overview on how to use the TREND software.

FY 2008-2011 TIP Amendment

MPO staff provided a listing (attached) showing potential Economic Stimulus #2 candidates. The list assumes an allocation for Mobility projects similar to that for the first Stimulus. The list for Hidalgo County includes projects that would be ready to let in 90 days. Members were invited to submit additional potential projects. Staff notified that the TIP amendment will be further discussed in the next TAC meeting and taken to Policy in April.

FY 2011-2014 TIP Update

The item was briefly discussed and notified that this TIP update will be included for further discussion in the TAC agendas for April and May.

Thoroughfare Plan Update

Members were reminded that agencies need to review the map and provide comments they may have.

Transit Passenger Questionaire

MPO staff provided a draft of the questionaire and members were asked to comment on it.

Discussion of Operational Improvements Criteria

There will be a subcommittee meeting on March 11 at 2:00 pm.

Status report Update

A – Calendar

Calendar for March, April and May were provided and discussed over by MPO staff. Staff notified that registration for the Border to Border Conference in El Paso begins March 03, 2010.

B – Legislative update

MPO staff notified members that only 2 Texas projects were recipient of TIGER grant funding. MPO staff provided a memo showing a summary of the major provisions of the transportation section of the Senate Jobs Bill:

- The draft bill would extend SAFETEA-LU through December 31, 2010;
- The draft bill would provide funding at pre-rescission levels for the remainder of the calendar year and would restore funding back to the programs that was rescinded in September 2009;
- There is no language that would require projects to go to letting in 90 days;
- There are no ARRA style reporting requirements.

C – HCMPO Budget Report

MPO staff distributed updated FY 2010 – 11 spreadsheet and discussed the amounts.

LRGVDC Transit

TAC members were notified about a proposed request for proposals for projects in the near future. A timeline and selection criteria for the projects will be included in the agenda for the next TAC meeting.

Following is the letter of invitation and agenda for the meeting. If you have questions/comments on any other agenda item, or need to expand more on the items discussed in this report, please don't hesitate to contact our TEDSI office and I will gladly accommodate a meeting to go over your questions.

Hidalgo County Metropolitan Planning Organization

510 South Pleasantview Drive, Weslaco, TX. 78596

(956) 969-5778
(956) 969-5821 fax

Planning Partners:

Alamo
Alton
Donna
Edcouch
Edinburg
Elsa
Granjeno
Hidalgo
Hidalgo County
Hidalgo County RMA
La Joya
La Villa
LRGVDC Transit
McAllen
Mercedes
Mission
Palmhurst
Palmview
Peñitas
Pharr
Progreso
Progreso Lakes
San Juan
Sullivan City
TxDOT
Weslaco

Additional Partners:
FHWA
FTA
Fish & Wildlife
McAllen Transit
Hidalgo County Commuter Rail District
Rio Grande Valley Partnership
Weslaco Chamber of Commerce
Gobierno de Tamaulipas
San Juan Economic Development

TO: Technical Advisory Committee Members

FROM: Mr. Andrew A. Canon
HCMPO Transportation Director

DATE: February 23, 2010

SUBJECT: **Technical Advisory Committee Meeting**

The **TAC Meeting** is scheduled to meet as follows:

DATE: March 02, 2010
TIME: 1:30 PM

PLACE: **Hidalgo County MPO Office**
510 South Pleasantview Drive
Weslaco, TX 78596

NOTE**

The entire Technical Advisory Committee (TAC) Packet is available for review or download at:

www.hcmpo.org

Enclosed are the agenda and other pertinent information for your review prior to the meeting. Please bring all of your correspondence to the meeting.

Should you have any questions, please do not hesitate to contact me at 969-5778.

Hidalgo County Metropolitan Planning Organization

510 South Pleasantview Drive, Weslaco, TX. 78596

(956) 969-5778
(956) 969-5821 fax

Planning Partners:

Alamo
Alton
Donna
Edcouch
Edinburg
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Granjeno
Hidalgo
Hidalgo County
Hidalgo County RMA
La Joya
La Villa
LRGVDC Transit
McAllen
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Palmhurst
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San Juan
Sullivan City
TxDOT
Weslaco

Additional Partners:
FHWA
FTA
Fish & Wildlife
Hidalgo County Commuter Rail District
McAllen Transit
Rio Grande Valley Partnership
Weslaco Chamber of Commerce
Gobierno de Tamaulipas
San Juan Economic Development

February 23, 2010

Hidalgo County MPO
Technical Advisory Committee (TPC)

RE: TAC meeting scheduled for March 2, 2010

Dear TAC Members:

Attached is an agenda for the forthcoming TAC meeting scheduled on March 2, 2010 at the HCMPO office at 1:30pm.

On the agenda will be the need to address the MTP updates that need to be performed. At the previous Policy Committee meeting, staff and the TAC were given guidance to not fund any "on system" projects, but to only select "off system" projects. As we are proceeding with that guidance, HCMPO Staff and TAC Members have been asked to work with Trends in order to make up for the $400M shortfall. Please visit our FTP site at www.hcmpo.org/webfiles and download Trends. We ask that you try different scenarios and bring to the TAC meeting the best scenarios that would make up the shortfall. Attached you will also find innovative finance ideas that the HCMPO staff has been looking into that could also be considered as an option to address the financial needs locally.

At last month's TAC meeting, we handed out a spreadsheet of Option #2, and asked for you all to bring to the March TAC meeting the information needed for all the projects on the spreadsheet that pertain to your jurisdiction. Please don't forget to bring that information with you to the next TAC meeting. For those of you that were not present at February's TAC meeting, we emailed the spreadsheet to you so you can provide us with the information.

We need to begin to prepare for the second stimulus package, Jobs for Main Street Act. HCMPO Staff has been given the guidance to prepare like if we are to receive the same amount as for the first stimulus package, which was $16.9. There are two projects that are ready to go:

- Westgate – CSJ#0921-02-184 ($1,816,796)
- S. McColl Rd – CSJ#0921-02-171 ($5,836,500)

The HCMPO needs to be prepared and program a project(s) for the amount of $9.2. The project(s) need to be ready to go. Attached in this packet you will find the FY 2008-2011 TIP so you are aware of the projects that are already in the TIP, and there is also a spreadsheet listing potential projects. If the project or projects that get selected to fund with the second stimulus package are not in the FY 2008-2011 TIP, the TIP will need to be amended and public involvement will begin in March 2010 in order to take the recommendation for adoption by the Transportation Policy Committee (TPC) in April 2010.

HCMPO Staff has also been advised to begin the process for the FY 2011-2014 TIP Update. The FY 2011-2014 TIP needs to be submitted by June 2010. Public involvement will begin in March 2010, and recommendation will be presented to TPC for adoption in May 2010.

In addition to the information needed listed previously, we also need your final comments to the Thoroughfare Plan Update. At the last sub-committee meeting, members were asked to bring their final comments to the March TAC meeting. Once all information has been compiled and implemented, all cities will be asked to please provide a resolution of support of the Thoroughfare Plan Update from City Commissions.

There will be a brief update of the Operational Improvements Sub-Committee along with a legislative update. Should you have any questions or comments, please do not hesitate in contacting us at the HCMPO at any time. *We look forward to seeing at the next meeting!*

Sincerely,

Andrew A. Canon
Director

cc: file

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting Minutes
February 02, 2010

1) Roll Call

- Secretary Michelle Leftwich called the meeting to order at 1:37pm. The Technical Advisory Committee Meeting was held at the Hidalgo County MPO Office at 510 South Pleasantview Drive, Weslaco, Texas. Present were representatives from the Cities of: Alamo, Donna, Edcouch, Hidalgo County, La Joya, McAllen, Mercedes, Mission, Penitas, Pharr, TxDOT, Weslaco, LRGVDC Transit and Hidalgo County RMA. Ex-Offio Members present: Hidalgo County Auditor's Office, McAllen Transit and Hidalgo County Judge's office.

2) Adoption of Minutes from: January 05, 2010

- Secretary Michelle Leftwich asked if there were any corrections to the minutes. No corrections were needed to the minutes of: January 05, 2010. ***The City of La Joya made a motion to approve January 05, 2010 minutes listed as presented. The City of Alamo seconded the motion and upon a vote, the motion carried unanimously.***

3) Cost Over-Run Projects

- No action was needed at this time.

4) Kimley-Horn Update on Project

- Mr. Canon reminded everyone that a couple of months ago staff and Kimley-Horn had a Public Forum meeting at the McAllen Convention Center in McAllen. He noted that an invitation was sent out to the people who attended the first workshop, and to other professionals being invited to the upcoming workshops. Mr. Canon stated that staff sent out flyers to everyone; including City Halls and several businesses. He also announced that staff and Kimley-Horn have scheduled several Public Meetings on February 25th at the UTPA International Building at 1:30 pm and at 6 pm. Mr. Andrew Howard, Kimley-Horn, gave a brief update on the Scenario Planning initiative with a Power Point presentation. ***Reports only, no action taken at this time.***

5) Discussion of Operational Improvements Criteria

- Mr. Canon stated that the staff has come up with options with a criteria that may be used. Ms. Amanda Hernandez stated that there were several examples that were provided for everyone to review. She stated that staff is looking for guidance from the TAC Members. She requested if anyone has any comments or suggestions to turn them in to staff. Mr. Canon stated that an Operational Improvements Criteria Sub-Committee will be created. He requested if anyone would like to volunteer for the Sub-Committee to let an HCMPO Staff member know or send us an email with the request. He noted that this committee will submit any recommendations to the TAC Committee. The Cites of: Weslaco, McAllen, Mission, San Juan, Alamo, Edcouch, Penitas, Hidalgo County and TxDOT volunteered to be a part of the Operational Improvements Criteria Sub-Committee. ***Reports only, no action taken at this time.***

6) MTP Update

- Mr. Canon stated that several spreadsheets have been passed out for everyone to review. He stated that three (3) options are provided for everyone to review. He stated that after a meeting with TxDOT we were advised that there will be no CAT 2 funding and CAT 7 funding was drastically reduced. Each option shows what projects have funding On or Off System Projects. Mrs. Sofia Hernandez, Hidalgo County Judge's Office, stated that a meeting has been scheduled for February 12th in Austin with Judge Ramirez, Senator Hinojosa and Chair Delisi. She noted that the meeting will specifically pertain to the CAT 2 & 7 funding. Mr. Canon noted that he has also been invited to attend this meeting as well. He noted that he will give an update of the meeting at the next TAC Meeting. After further discussion, the members decided to wait to move forward with these options until a report is given to all the members regarding the meeting in Austin with Judge Ramirez, Senator Hinojosa and Chair Delisi. Mr. Canon requested for everyone to review option two (2) and submit a status on the project(s) listed for your entity. ***The City of Edcouch made a motion to table this item until further notice. The City of La Joya seconded the motion and upon a vote, the motion carried unanimously.***

7) Thoroughfare Plan Update

- Mr. Canon stated that a map was provided for everyone to review. He stated that all requests that were turned in were implemented. He stated that staff will request that each entity submit the map to their commission and for a resolution to be approved. He stated that the Policy Board will also be asked to adopt a resolution for the Thoroughfare Map. Mr. Canon stated that when all of the resolutions will be submitted to the Hidalgo County Commissioners Court for final Adoption of the Thoroughfare Map. ***Reports only, no action taken at this time.***

8) Discussion on Transit Surveys

- This item was tabled at this time.

9) Emergency Evacuation Model

- Mr. Canon stated that the LRGVDC Homeland Security has scheduled a meeting on Thursday, February 4th at 10 am. He stated that TRB in DC gave a presentation on what other MPO's are doing regarding the Evacuation Model. Mr. Canon stated that staff is currently working on creating another sub-committee and we will ask for volunteers. ***Reports only, no action taken at this time.***

10) Status Reports

- Calendar: February & March 2010
  Mr. Canon stated that he will attending Border Trade Advisory meeting in Dallas on Feb. 23- 24th. He also advised everyone that he will not be attending next month's TAC meeting because he will be attending the AMPO Policy Meeting in Washington, DC. Mr. Canon stated that if any of the members would like to attend any of the meetings up in Austin; members were more than welcome to attend and staff would look into any accommodations that needed to be made.

- HCMPO Budget Report
  Mrs. Linda De La Fuente gave a brief update on the HCMPO budget.

- Legislative Update
  Ms. Amanda Hernandez gave a brief update on the Legislative issues.

- Innovative Finance Ideas
  Mr. Canon stated that staff has come up with some Innovative Finance Ideas. The Policy Board has requested for staff to look into other forms of funding for Hidalgo County. He asked if anyone has any other ideas to please submit them to staff for review. Mr. Canon stated that a spreadsheet for Jobs for Main Street Act (Stimulus 2) was handed out for everyone to review. He briefly went through the information that was provided. He asked for everyone to review the listed projects and come up with a ranking. He requested for everyone to have a ranking ready by next month's TAC Meeting. He noted that we will need to do a TIP Amendment next month with these new rankings. ***Reports only, no action taken at this time.***

11) HCRMA Update

- No updates were given at this time.

12) LRGVDC Transit

- Mr. Luis Guajardo stated that a new route starts Friday, February 5th in Hargill and Cameron West. He noted that a contract will be signed with UTPA for FY2010. He stated that the LRGVDC is in negotiations with STCC and UTPA to increase student ridership. He advised everyone that a Bus Rodeo is currently in the process of been scheduled and will be held at the Weslaco City Hall.

13) Rio Transit

- No updates were given at this time.

14) Hidalgo County Commuter Rail District

- No updates were given at this time.

15) Old or New Business

- No updates were given at this time.

16) Adjournment

- ***The City of McAllen made a motion to adjourn at 3:36 pm. The City of Donna seconded the motion and upon a vote the motion carried unanimously.***

	D	E	F	G	L	M	N	O	P	V
2	**DRAFT PROJECT LISTING (12/28/09) - POTENTIAL ECONOMIC STIMULUS #2**									
4										
5					Limits					
6	CSJ	Highway	County	RTL Date	From	To	Work Type	Description	Const. Value	ADT
1135	[illegible]									
1136	236601010	FM 2480	CAMERON	12/31/2009	FM 1847	FM 3069	PM	2011 SEAL COAT PROGRAM	$ 78,255	3200
1137	113602044	FM 800	CAMERON	12/31/2009	FM 1479	FM 2520	PM	2011 SEAL COAT PROGRAM	$ 169,349	1950
1138	033105008	PR 100	CAMERON	12/31/2009	6.134 MI. S. OF WHITE SANDS RD.	0.818 MI. NORTH OF WHITE SANDS RD	PM	2011 SEAL COAT PROGRAM	$ 294,735	20000
1139	033104063	PR 100	CAMERON	12/31/2009	0.818 MI. N. OF WHITE SANDS RD.	0.328 MI. SOUTH	PM	2011 SEAL COAT PROGRAM	$ 25,276	18900
1140	034203033	SH 107	CAMERON	12/31/2009	FM 506 (NORTH)	FM 506 (SOUTH)	PM	2011 SEAL COAT PROGRAM	$ 29,117	8900
1141	034203034	SH 107	CAMERON	12/31/2009	FM 506	FM 800	PM	2011 SEAL COAT PROGRAM	$ 127,058	7000
1142	3343-04-012	FM 1425	HIDALGO	12/31/2009	FM 2629	SH 107	PM	2011 SEAL COAT PROGRAM	$ 141,211	970
1143	032702049	US 77 (NB	KENEDY	12/31/2009	KLEBERG/KEN C.L.	SOUTH 11.7 MI.	PM	2011 SEAL COAT PROGRAM	$ 335,512	10300
1144	123601012	FM 1018	WILLACY	12/31/2009	520 FT. EAST OF US 77	FM 507	PM	2011 SEAL COAT PROGRAM	$ 147,855	390
1145	123601013	FM 1018	WILLACY	12/31/2009	520 FT. EAST OF US 77	FM 507	PM	2011 SEAL COAT PROGRAM	$ 127,190	230
1146	043302050	SH 186	WILLACY	12/31/2009	0.553 EAST OF FM 493	FM 1834	PM	2011 SEAL COAT PROGRAM	$ 465,000	5200
1147	022003026	US 281 M	CAMERON	12/31/2009	CAMERON/HIDALGO CL	FM 509	PM	2011 SEAL COAT PROGRAM	$ 345,792	4800
1148	048202030	SH 285	BROOKS	12/31/2009	BROOKS/JIM HOGG CL	FM 1329	PM	2011 SEAL COAT PROGRAM	$ 765,000	1450
1149	048203029	SH 285	BROOKS	12/31/2009	FM 1329	FM 754	PM	2011 SEAL COAT PROGRAM	$ 325,000	1150
1150	022004042	US 281 M	CAMERON	1/29/2010	FM 1732	FM 3248	PM	2011 SEAL COAT PROGRAM	$ 294,596	6500
1151	022003025	US 281 M	CAMERON	1/29/2010	FM 509	FM 1732	PM	2011 SEAL COAT PROGRAM	$ 402,703	7300
1152	113801032	FM 803	CAMERON	1/29/2010	SH 100	FM 510	PM	2011 SEAL COAT PROGRAM	$ 125,906	3900
1153	003917170	US 83	HIDALGO	1/29/2010	FM 2220	BUS 83/INSPIRATION	PM	2011 SEAL COAT PROGRAM	$ 508,496	55440
1154	110302010	FM 755	STARR	1/29/2010	0.5 MI S OF FM 1017	0.05 MI N OF FM 1017	PM	2011 SEAL COAT PROGRAM	$ 45,908	1200
1155	110304030	FM 755	STARR	1/29/2010	0.05 MI N OF FM 1017	STARR/BROOKS CL	PM	2011 SEAL COAT PROGRAM	$ 384,496	1250
1156	003802032	US 83	ZAPATA	1/29/2010	WEBB/ZAPATA CL	7 MI S WEBB/ZAPATA CL	PM	2011 SEAL COAT PROGRAM	$ 480,532	5300
1157	003803035	US 83	ZAPATA	1/29/2010	7 MI S WEBB/ZAPATA CL	1 MI S FM 3169	PM	2011 SEAL COAT PROGRAM	$ 384,205	6000
1158	180401065	SP 115	HIDALGO	1/29/2010	END OF CURB & GUTTER	SARAH STREET	PM	2011 OVERLAY PROGRAM	$ 357,976	25000
1159	122803036	FM 1015	HIDALGO	10/9/2009	US 83	2.636 MI. NORTH OF US 281	PM	2011 OVERLAY PROGRAM	$ 560,579	16100
1160	193902033	FM 2061	HIDALGO	10/9/2009	RIDGE RD. SOUTH	END OF CURB & GUTTER	PM	2011 OVERLAY PROGRAM	$ 491,587	16500
1161	158601060	FM 907	HIDALGO	10/9/2009	US 83	BUS 83	PM	2011 OVERLAY PROGRAM	$ 109,598	15100
1162	003917168	US 83	HIDALGO	10/9/2009	BUS 83 (WEST)	BUS 83/INSPIRATION	PM	2011 OVERLAY PROGRAM	$ 2,168,451	30990
1163	003917169	US 83	HIDALGO	10/9/2009	POLK AVE.	SUGAR RD.	PM	2011 OVERLAY PROGRAM	$ 98,560	92650
1164	180401062	SP 115	HIDALGO	10/9/2009	US 83 SOUTH	END OF CURB & GUTTER	PM	2011 OVERLAY PROGRAM	$ 482,944	23000
1165	180401063	SP 115	HIDALGO	10/9/2009	US 83	BUS 83	PM	2011 OVERLAY PROGRAM	$ 230,927	14700
1166	180401064	SP 115	HIDALGO	10/9/2009	BUS 83	SH 495	PM	2011 OVERLAY PROGRAM	$ 224,963	14700
1167	193902034	FM 2061	HIDALGO	10/9/2009	DICKER RD. SOUTH	US 281	PM	2011 OVERLAY PROGRAM	$ 440,193	17000
1168	xxxxxxx	PR 100	CAMERON	2/1/2010	AT QUEEN ISABELLA MEMORIAL CAUSEWAY		PM	MISC (REPAINT STEEL UNIT, MILL & SC UNIT & CP SYSTEM REPAIR)	$ 4,603,500	21000
1169	xxxxxxx	PR 100	CAMERON	2/1/2010	AT QUEEN ISABELLA MEMORIAL CAUSEWAY		PM	REPLACE ILLUMINATION	$ 491,004	21000
1170	xxxxxxx	PR 100	CAMERON	2/1/2010	AT QUEEN ISABELLA MEMORIAL CAUSEWAY		PM	MISC (REP BM ENDS, LAT RODS, SPALLS/CRACKS & 1ST SILANE)	$ 4,296,350	21000
1171	xxxxxxxxx	US 83	HIDALGO	2/1/2010	0.25 MI W OF SUGAR ROAD	FM 1426	PM	MILL PFC AND OVERLAY	$ 1,500,000	124000
1172									[illegible]	
1173	[illegible]									
1174	236601009	FM 2480	CAMERON	1/1/2010	FM 3069	FM 510	Rehab	REHABILITATE AND RESTORE PAVEMENT	$ 2,268,422	3200
1175	032705036	US 77	KENEDY	1/1/2010	4.5 MI N KENEDY/WILLACY CL	0.5 MI N KENEDY/WILLACY CL	Rehab	REHAB ROADWAY (NB LANES ONLY)	$ 4,844,387	11000
1176	142901025	FM 2557	HIDALGO	2/1/2010	US 281	0.5 MI S. OF BUS. 83	Rehab	REHABILITATE PAVEMENT AND ADD SHOULDERS	$ 5,596,307	9300
1177	142901029	FM 2557	HIDALGO	2/1/2010	FM 2557 @ MAIN FLOODWAY	STR#1429-01-002 2.5 MI S OF BUS 83	Rehab	REPLACE BRIDGE AND FIX APPROACHES	$ 850,000	9300
1178	xxxxxxxxx	FM 755	STARR	2/1/2010	FM 1017 NORTH LEG	BROOKS/STARR COUNTY LINE	Rehab	REHAB EXIST MAIN LANES, AND SEAL COAT ENTIRE ROADWAY	$ 2,000,000	1250
1179	xxxxxxxxx	FM 755	BROOKS	2/1/2010	BROOKS/STARR COUNTY LINE	US 281	Rehab	REHAB EXIST MAIN LANES, AND SEAL COAT ENTIRE ROADWAY	$ 4,500,000	1250
1180	xxxxxxxxx	US 281	BROOKS	2/1/2010	0.5 MI W OF FM 755	BROOKS/HIDALGO COUNTY LINE	Rehab	REHAB EXIST MAIN LANES (NB) & (SB), AND OLAY ENTIRE ROADWAY	$ 5,200,000	11100

	D	E	F	G	L	M	N	O	P	V
2	**DRAFT PROJECT LISTING (12/28/09) - POTENTIAL ECONOMIC STIMULUS #2**									
4										
5					Limits					
6	CSJ	Highway	County	RTE Date	From	To	Work Type	Description	Const. Value	ADT
1181	xxxxxxxxx	US 281	HIDALGO	2/1/2010	BROOKS/HIDALGO COUNTY LINE	SOUTH 3 MILES	Rehab	REHAB EXIST MAIN LANES (NB) & (SB), AND OLAY ENTIRE ROADWAY	$ 2,130,000	13400
1182	xxxxxxxxx	US 281	HIDALGO	2/1/2010	3 MI S BROOKS/HIDALGO COUNTY LIN	10 MI S BROOKS/HIDALGO COUNTY L	Rehab	REHAB EXIST MAIN LANES (NB ONLY), AND OLAY ENTIRE ROADWAY	$ 2,500,000	11200
1183	180601010	FM 313	CAMERON	3/1/2010	SH 4	SH 48	Rehab	REHABLITATE OUTSIDE LANES & OVERLAY	$ 1,311,750	8700
1184	180102014	FM 1847	CAMERON	9/1/2010	FM 106	FM 2925	Rehab	REHABILITATE & WDIEN PAVEMENT	$ 3,152,098	390
1185									[redacted]	
1186	MOBILITY PROJECTS - Harlingen/San Benito MPO (Prev Allocation = $9.2M)									
1187	092106187	CS	CAMERON	2/1/2010	ON PRIMERA RD, FROM STUART PLAC	US 77	Mobility	WIDEN TO 4 LANES	$ 4,877,558	6500
1188	236901016	FM 509	CAMERON	5/1/2010	0.23 MI. N. OF BUS 77	FM 106	Mobility	CONSTRUCT 4 LN DIV.	$ 6,453,877	5100
1189	092106212	CS	CAMERON	8/1/2010	ON STUART PL RD,FM 0.101 MI S BUS8	0.070 MILES SOUTH OF US 83	Mobility	WIDEN TO 4 LANE	$ 1,159,768	7900
1190	032708080	BUS 77	CAMERON	8/1/2010	SH 107	LP 499	Mobility	CONSTRUCT 4 LANE DIVIDED	$ 4,596,137	6400
1191									[redacted]	
1192	MOBILITY PROJECTS - Brownsville MPO (Previous Allocation = $7.8M)									
1193	092106186	CS	CAMERON	6/1/2010	West of Pablo Kisel	FM 1847	Mobility	EXTEND AND CONSTRUCT 4 LANE	$ 4,858,489	8600
1194	xxxxxxxxx	SH 550	CAMERON	9/1/2010	NORTH OF SH 550/US 77/83 INTERSEC	0.7 MILES NORTH OF FM 3248	Mobility	CONSTRUCT NEW TOLL LANES AND DIRECT CONNECTORS	$ 60,900,000	10900
1195									[redacted]	
1196	MOBILITY PROJECTS - McAllen/Hidalgo County MPO (Previous Allocation = $16.9M)									
1197	296601011	SH 364	HIDALGO	10/19/2009	FM 1924 NORTH	FM 676	Mobility	CONSTRUCT 4 LANE DIVIDED URBAN	$ 4,155,812	5900
1198	092102184	CS	HIDALGO	2/1/2010	US 83	SUGARCANE DRIVE	Mobility	CONSTRUCT 4 LANE ROADWAY	$ 1,987,741	12110
1199	034201074	SH 107	HIDALGO	5/1/2010	US 281 EAST	FM 493	Mobility	WIDEN TO 6 LANE RURAL	$ 12,101,939	21000
1200	092102171	CS	HIDALGO	7/1/2010	ORANGEWOOD TO DICKER	AND MIL HWY TO 0.5 MI S OF MIL HW	Mobility	CONSTRUCT 4 LANE ROADWAY	$ 5,937,871	3720
1201	180202009	FM 3461	HIDALGO	8/1/2010	I RD EAST	FM 1426	Mobility	CONSTRUCT 4 LANE DIVIDED URBAN	$ 2,362,939	20000
1202	052801085	SH 107	HIDALGO	8/1/2010	SH 495 NORTH	FM 1924	Mobility	CONSTRUCT 6 LANE DIVIDED URBAN	$ 4,742,276	23000
1203	069803084	FM 88	HIDALGO	9/1/2010	MILE 16 NORTH	SH 107	Mobility	WIDEN TO 4 LANE DIVIDED	$ 911,998	9200
1204	069802043	FM 88	HIDALGO	9/1/2010	FM 1925 SOUTH	SH 107	Mobility	WIDEN TO 4 LANE DIVIDED	$ 6,864,952	9400
1205	052801093	SH 107	HIDALGO	9/1/2010	FM 681	FM 2220	Mobility	INSTALL RAISED MEDIAN & REHAB PAVEMENT	$ 13,925,000	11600
1206									[redacted]	
1207	OTHER PROJECTS									
1208	092102173	VA	HIDALGO	9/1/2010	LOCATED IN VICINITY OF GSA FACILIT	PHARR	Mobility	CONSTRUCTION OF BORDER SAFETY INSPECTION FACILITY (BSIF)	$ 25,084,001	n/a
1209	092106207	VA	CAMERON	9/1/2010	VICINITY OF LOS TOMATES GSA FACILITY		Mobility	CONSTRUCTION OF BORDER SAFETY INSPECTION FACILITY (BSIF)	$ 23,023,760	n/a
1210	092106208	VA	CAMERON	9/1/2010	VICINITY OF LOS INDIOS GSA FACILITY		Mobility	CONSTRUCTION OF BORDER SAFETY INSPECTION FACILITY (BSIF)	$ 22,912,648	n/a
1214									[redacted]	

AI-20464 **23.A.**

Three (3) New Positions - Sanitation

CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mingo - Pct.3
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Sanitation (1100):
1. Approval to create three (3) new regular full-time Maintenance I positions, slot no.'s 035, 036, and 037, budgeted salary $28,000.00 each.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: job desc

Link: PARS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/19/2010 12:05 PM	APRV
2	Rosalinda Cantu		03/19/2010 03:54 PM	PEND

Form Started By: Monica Badillo Started On: 03/19/2010 11:08 AM

Final Approval Date: 03/19/2010

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	121-124	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precincts landfill/collection stations. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
  May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

HIDALGO COUNTY
Personnel Adjustment Request Form

AI 20464
3/23/10

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
March 8, 2010

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
001-035, 001-036, 001-037

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Maintenance I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ **28,000.00** (Net Change)

Position to be funded from one of the following:

■ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
*Advised Lauro Torres on 03/11/10

☐ 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:

Non-Exempt [X]

FLSA:

Exempt [ ]
Non-Exempt [X]

RECEIVED
MAR 19 2010
Human Resources

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Employees needed for the new landfill substation located on 107 & Tomgill Rd.

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

Serves as general maintenance for Precinct Lanfill/collection stations. Loads material, trash, brush, etc., onto truck. May sometime unload the same.

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.	[signature]	3-8-2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	Esther A. Cortez/epr	03.19.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.			BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	121-124	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precincts landfill/collection stations. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
  May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
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The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

AI-20465 **23.B.**

salary increases for Pct. 3 personnel to $ 28,000.00

CC REGULAR

Date:	03/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mingo - Pct 3
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Various Funds:
1. Approval to increase salaries for the following positions due to addtional duties(effective next full payperiod - 3/29/10):

Department	Position Title	Slot #	Current Salary	Proposed Salary
Sanitation	Truck Driver III	023	26,144.00	28,000.00
Sanitation	Truck Driver III	024	26,144.00	28,000.00
Sanitation	Maintenance I	026	24,880.00	28,000.00
Sanitation	Maintenance I	027	24,880.00	28,000.00
Sanitation	Maintenance I	028	24,880.00	28,000.00
Sanitation	Maintenance I	029	24,880.00	28,000.00
Sanitation	Maintenance I	030	24,880.00	28,000.00
Sanitation	Maintenance I	031	24,880.00	28,000.00
R&B - Paved/Unpaved	Heavy Equip. Oper. I	068	24,880.00	28,000.00
R&B - Paved/Unpaved	Heavy Equip. Oper. I	069	24,880.00	28,000.00
Drainage Improvement Project	Laborer-Drainage/Const.	011	24,880.00	28,000.00

2. Approval of Revised Salary Schedule

BACKGROUND

Fiscal Impact

Attachments

Link: duties

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/19/2010 12:06 PM	APRV
2	Rosalinda Cantu		03/19/2010 03:54 PM	PEND

Form Started By: Monica Badillo Started On: 03/19/2010 11:11 AM

Final Approval Date: 03/19/2010

Employee #: 168297

Truck Driver III

Sanitation Department

Additional Duties:

- Ability to load materials, trash, brush onto truck
- Ability to check and maintain landfill/citizen collection stations in the Precinct 3 area
- Ability to provide supervision of assigned crew

Employee #: 167185

Truck Driver III

Sanitation Department

Additional Duties:

- Ability to load materials, trash, brush onto truck
- Ability to provide supervision of assigned crew
- Ability to check and maintain landfill/citizen collection stations in the Precinct 3 area

Employee #: 170895

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 170917

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 176036

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 147966

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 144541

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 174416

Maintenance I

Sanitation Department

Additional Duties:

- Ability to operate heavy equipment machinery such as the front-end loaders, compactors, and backhoes
- Ability to maintain and operate equipment
- Ability to check landfill/citizen collection stations throughout Precinct 3 for debris collection and maintenance procedures

Employee #: 167002

Heavy Equipment Operator I

Road and Bridge Department

Additional Duties:

- Ability to grade roads, spread caliche and assist in opening new roads
- Ability to perform maintenance and construction duties including installation of culverts

Employee #: 166995

Heavy Equipment Operator I

Road and Bridge Department

Additional Duties:

- Ability to grade roads, spread caliche and assist in opening new roads
- Ability to perform maintenance and construction duties including installation of culverts

Employee #: 171522

Laborer-Drainage/Construction

Pct. #3 Drainage Department

Additional Duties:

- Performs maintenance and construction duties including installation of culverts
- Clear/Clean or build bar ditches according to surrounding ground elevating and availability of drainage
- Assist in laying pipe, along areas where drainage improvements are under construction

AI-20404 **24.A.**

VSL Claim

CC REGULAR

Date: 03/23/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor:

Vendor	Invoice Date	Amount
Video Sound & Lights	12/7/2009	$784.78
Video Sound & Lights	12/7/2009	$150.50

BACKGROUND

Pending LIT - 03/23/2010 (AI. #20405)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-14-115-001-0-672
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available pending Line Item Transfer AI#20405 CC 3/23/10.

Attachments

Link: INVOICES
Link: CONTRACT
Link: LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/17/2010 01:34 PM	APRV
2	Erika Zamora	Erika Zamora	03/19/2010 01:16 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Angela Garcia Started On: 03/17/2010 01:20 PM

Final Approval Date: 03/19/2010

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539

956-383-6855 956-380-1513

INVOICE

Date	Invoice #
12/7/2009	08-2611

Service Date	12/7/2009

HIDALGO CO. DEPT. OF
BUDGET AND MANAGEMENT

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
335WF7	chevy	F-150	5353.7	1FTRX12W28FB16688	

Quantity	Item Code	Description	Price Each	Amount
1	HCI-100	INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	40.00	40.00T
1	HCI-106	INSTALL ANTENNAS	13.00	13.00T
1	HCI-117	INSTALL SIREN WITH P.A.	30.00	30.00T
1	HCI-116	INSTALL SIREN SPEAKER CONCEALED MOUNT	18.00	18.00T
1	HCI-133	INSTALL WIG-WAG FLASHER	14.00	14.00T
4	HCI-137	INSTALL GRILL LIGHTS (HALOGEN , LED , STROBE)	25.00	100.00T
1	HCI-113	INSTALL DIRECTIONAL BAR	25.00	25.00T
4	HCI-130	INSTALL LIGHT INSERTS BY PAIRS	20.00	80.00T
1	HCI-118	INSTALL UNDERCOVER SIREN WITH POSITION SWITCH	25.00	25.00T
2	HCI-138	install rear deck lights	25.00	50.00T
2	hci-139	INSTALL DASH LIGHTS	16.00	32.00T
4	HCI-140	INSTALL LED LIGHTS	25.00	100.00T
1	HCI-141	INSTALL CENTER CONSOLE	25.00	25.00T
		the following items are charged with a markup of 13% as per contract, & are needed so the equipment will function properly and safely		
1	CP-606	Circuit Breaker 50 Amps	13.90	13.90T
6	CP-631	Switch	11.48	68.88T
4	20.7315	15 feet Strobe cable	14.00	56.00T
1	03.W3126	Random Flasher w/Wire Leads	59.00	59.00T
1	HCI-199	Install Miscellaneous (loom, cable, connectors)	35.00	35.00T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Total $784.78

VIDEO SOUND & LIGHTS

3716 S. US HWY. 281
EDINBURG, TX 78539

956-383-6855 956-380-1513

INVOICE

Date	Invoice #
12/7/2009	08-2612

Service Date	10/22/2009

HIDALGO CO. DEPT. OF
BUDGET AND MANAGEMENT

Q09/630915

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
770040	chevy	chevy		2G1WL52M6W9199299	

Quantity	Item Code	Description	Price Each	Amount
1	HCR-100	REMOVAL MOTOROLA (SYNTORX, 9000 ETC.)	21.50	21.50T
1	HCR-116	REMOVAL SIREN SPEAKER CONCEALED MOUNT	12.00	12.00T
1	HCR-117	REMOVAL SIREN WITH P.A.	15.00	15.00T
1	HCR-106	REMOVAL ANTENNAS	7.00	7.00T
4	HCR-123	REMOVAL GRILL LIGHT(HALOGEN, LED, OR STROBE)	11.00	44.00T
1	HCR-124	REMOVAL REAR DECK LIGHTS	11.00	11.00T
1	HCR-131	REMOVAL FUSE PANEL	10.00	10.00T
1	HCR-113	REMOVAL DIRECTIONAL BAR	15.00	15.00T
1	HCR-136	REMOVAL CENTER CONSOLE	15.00	15.00T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Total $150.50

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-163-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **VSL, INC.** d/b/a **Video, Sound & Light, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Removal & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **September 28, 2009** and expiring on **September 27, 2010** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
ADIOS					
otorola Syntor (X, 9000, Etc)	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
otorola Maxtrac	$ 10.50	$ 21.00	$ 29.95	$ 13 %	See
hnson Line Radios	$ 10.50	$ 21.00	$ 29.95	$ 13 %	Attach.
Johnson Line Radios	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
rtex Line Radios	$ 10.50	$ 21.00	$ 29.95	$ 13 %	
otorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.50	$ 21.00	$ 29.95	$ 13 %	
nsen Line Radios	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
idland Line Radios	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
-130 Scanning Radio	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
tennas	$ 7.00	$ 13.00	$ 29.95	$ 13 %	
a-Comm Line Radios (mobile & portable)	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
IGHT BAR					
de 3 Excalibur Package	$ 19.50	$ 55.00	$ 29.95	$ 13 %	
helen Edge 9004 SL	$ 19.50	$ 55.00	$ 29.95	$ 13 %	See
deral Signal Jet Sonic	$ 19.50	$ 55.00	$ 29.95	$ 13 %	Attach
deral Signal Jet Stream	$ 19.55	$ 55.00	$ 29.95	$ 13 %	
rectional Light Bar	$ 15.00	$ 25.00	$ 29.95	$ 13 %	
IRENS					
Volt Sirens	$ 13.00	$ 25.00	$ 29.95	$ 13 %	
en Speakers Push Bar Mounted	$ 12.00	$ 18.00	$ 29.95	$ 13 %	
en Speakers Concealed Mounted	$ 12.00	$ 18.00	$ 29.95	$ 13 %	See
en with PA (295SL100)	$ 15.00	$ 30.00	$ 29.95	$ 13 %	Attach
en Control Head (model #1295HFRSA)	$ 15.00	$ 30.00	$ 29.95	$ 13 %	
dercover Siren with position switch	$ 13.00	$ 25.00	$ 29.95	$ 13 %	
THER MISC. ITEMS					
deo Camera System	$ 18.00	$ 89.00	$ 29.95	$ 13 %	
dars with Antennas	$ 15.00	$ 60.00	$ 29.95	$ 13 %	
bile Data Computers & stands with power supply	$ 30.00	$ 95.00	$ 29.95	$ 13 %	See
A-1125 Dual Slot Charger	$ 0.01	$ 0.01	$ 29.95	$ 13 %	Attach.
ille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
ar Deck Lights	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
sh Lights	$ 7.00	$ 16.00	$ 29.95	$ 13 %	
soner Cages	$ 15.00	$ 29.00	$ 29.95	$ 13 %	
otgun/Rifle Rack (all mounts & types)	$ 9.00	$ 18.00	$ 29.95	$ 13 %	
D Lights	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
ille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
D Dash Lights	$ 11.00	$ 20.00	$ 29.95	$ 13 %	
ght Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.00	$ 20.00	$ 29.95	$ 13 %	OPEN
se Panel	$ 10.00	$ 19.00	$ 29.95	$ 13 %	
obe Power Supplies	$ 10.00	$ 16.00	$ 29.95	$ 13 %	
g-Wag Flasher	$ 10.00	$ 14.00	$ 29.95	$ 13 %	
sh Light Charger	$ 5.00	$ 11.00	$ 29.95	$ 13 %	
sh Bumpers	$ 15.00	$ 25.00	$ 29.95	$ 13 %	
nter Console	$ 15.00	$ 25.00	$ 29.95	$ 13 %	Witness

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

BIDDER /COMPANY'S NAME: VSL INC

ADDRESS: 3716 S. US Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE NUMBER/: 956 383 6855

CELLULAR NUMBER: 956 239 6855

FAX NUMBER: 956 380 1513.

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: VSLINC@AOL.COM.

PRINTED NAME: VALENTIN A. CARDENAS.

TITLE: V. PRESIDENT.

DATE: 08/18/09.

(THIS PAGE MUST BE SUBMITTED WITH BID)

VSL INC.
3716 S. US HWY 281
EDINBURG, TX. 78539
(956) 383-6855
FAX (956) 380-1513

TO: HIDALGO COUNTY PURCHASING DEPARTMENT.

VSL INC WARRANTIES ALL REMOVAL AND INSTALLATIONS FOR 2 YEARS AGAINST DEFECTS ON OUR LABOR. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

VSL INC WARRANTIES OUR REPAIRS FOR ONE YEAR ON LABOR AND MANUFACTURER WARRANTIES ON PARTS. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

MARKUP PRICE IN REPAIR PARTS 13%.

VSL INC
VALENTIN CARDENAS

AI-20419 **24.B.**

TXDOT Beacon Lights for Precincts
CC REGULAR

Date:	03/23/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Precincts 1-4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TXDOT (1315):
1. Discussion, consideration and approval of an Advanced Funding Agreement (A.F.A.) with TXDOT for the FY 2010 Highway Safety Improvement Program (HSIP) for the Hidalgo County Beacon Lights Project.

2. Approval and authorization for County Judge to sign and accept the A.F.A. with TXDOT for the FY 2010 Highway Safety Improvement Program (HSIP).

3. Approval of interfund transfer from Certificate of Obligation Series 2006 (1336) fund balance to TXDOT fund (1315) in the total amount of $12,473.00.

4. Approval of County Treasurer to issue check to TXDOT in the amount of $12,473.00 as stipulated in "Attachment C" of the A.F.A., once the Auditor's Office has satisfied audit criteria.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** From 1336 fund Balance

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

BUDGETARY IMPACT:

Interfund transfer from 1336 F/B in the amount of $12,473.00. Funding available for transfer as of 3/17/10.

Attachments

Link: AFA

Link: 2010 Interfund for TxDot (1315)

Link: Precinct Transfer Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan (Originator)	Dale Kennan	03/18/2010 09:24 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 09:40 AM	APRV

3	Perla Lopez	Perla Lopez	03/19/2010 09:28 AM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Dale Kennan

Started On: 03/17/2010 03:26 PM

Final Approval Date: 03/19/2010

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 18, 2010

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

RE: Advance Funding Agreement, 0921-02-220, etc.
Hidalgo County Flashing Beacons (31 locations)

Dear Judge Ramirez:

We are pleased to inform you that this project is now scheduled for an April 2010 letting. Attached are two original copies of the Advance Funding Agreement (AFA) which needs to be executed as soon as possible to keep the scheduled letting. This AFA covers the thirty-one locations at which flashing beacons, safety lighting and other necessary appurtenances will be installed. The estimated cost of the project is $1,174,230.00.

As shown on "Attachment C," Hidalgo County share of costs for the project is $147,323.00 after considering the 88% Economically Disadvantaged County Program reduction. This amount includes preliminary engineering, direct state costs for preliminary review, construction and construction engineering and contingencies. The amount now due from Hidalgo County for direct state costs, construction and construction engineering and contingencies is $12,473.00

In order to maintain the scheduled April 2010 letting, it is critical that we receive both signed AFA and a check in the amount of $12,473.00 no later than Friday, March 26, 2010. If you have any questions contact me or Jody Ellington, our Director of Transportation Planning and Development, at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

RLB
Attachments

cc: Hector "Tito" Palacios, Hidalgo County Commissioner, Precinct 2
Jody Ellington, P.E., Director of Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Engineer
Project File

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For
High Risk Rural Roads Program
and Highway Safety Improvement Projects

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 111335, authorizing the State to undertake and complete a highway improvement generally described as installation of flashing beacons and safety lighting; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment "A" for construction of flashing beacons and safety lighting along with other necessary safety devices as described in the scope and more fully detailed in Attachment "B" hereinafter to referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Installation of flashing beacons, safety lighting and other necessary appurtenances at 31 intersections, as described below.

CSJ	Limits From	Limits To	Description
092102220	INTERS OF TERRY RD at	MILE 17	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION
092102221	INTERS OF TOWER RD at	CANTON RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102222	DOOLITTLE at	DAVIS	INSTALL FLASHING BEACON, SAFETY LIGHTING AT INTERSECTION
092102223	CESAR CHAVEZ at	MINNESOTA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102224	MILE 6 WEST at	MILE 11 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102225	CESAR CHAVEZ at	ELDORA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102226	MILE 5 1/2 WEST at	LANTANA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102227	MILE 4 NORTH at	MILE 1 1/2 E	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102228	CESAR CHAVEZ at	EARLING	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102229	DOOLITTLE at	RAMSEYER	INSTALL INTERSECTION FLASHING BEACON, SAFETY LIGHTING
092102230	MILE 2 WEST at	MILE 12 1/2 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102231	INTERS OF HOEN at	MILE 17 1/2 NORTH	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION
092102232	ABRAM at	5 MILE NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102233	MILE 17 NORTH at	TOWER	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102234	MILE 11 NORTH and	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS
092102235	INTERS OF TOWER RD and	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102236	MILE 12 NORTH at	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS
092102237	INTERS OF MILE 10 NORTH and	VICTORIA RD.	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102238	HOEHN ST and	ROGER RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102239	INTERS OF CESAR CHAVEZ and	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102240	INTERS OF TOWER RD and	TEXAS	INSTALL INTERSECTION FLASHING BEACON & LIGHTING
092102241	INTERS OF VAL VERDE RD and	MILE 20 NORTH	INSTALL INTERSECTION FLAHGIN BEACON & SAFETY LIGHTING
092102242	INTERS OF LIPSEY and	SKINNER ST	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102243	INTERS OF TRENTON and	TWIN	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102244	INTER OF TOWER RD and	SIOUX	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING

092102245	INTERS OF TOWER RD and	CURRY	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102246	INTERS OF BRYAN RD and	8 MILE LINE	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102247	INTERS OF MILE 6 1/2 WEST and	QUINTERO ST.	INSTALL INSTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102248	INTERS OF CESAR CHAVEZ and	MILE 17 N	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102249	INTERS OF TRENTON and	LOPEZ	INSTALL INTERSECTION FLASHING BEACON
092102250	MILE 10 NORTH at	MILE 4 1/2 WEST	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING

3. Local Project Sources and Uses of Funds

a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.

e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

i. The State will not pay interest on any funds provided by the Local Government.

j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.

k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.

l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges,* and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. The State will use its approved contract letting and award procedures to let and award the construction contract.
c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Hidalgo County	Director of Contract Services
Hidalgo County Judge	Texas Department of Transportation
PO Box 1356	125 E. 11th
Edinburg, Tx. 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.
Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly

applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- **a.** examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- **b.** interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- **a.** to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- **b.** to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness

of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

_____
Rene Ramirez

_____
Hidalgo County Judge

_____
Date

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT A

Resolution or Ordinance

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT B

List of Project Locations in Hidalgo County

Hid Co Flashing Beacon Prj

COUNTY = Hidalgo
Minute Order 111335
CCSJ = 0921-02-220
Local Government = Hidalgo County
EDC Reduction = 80%
Let Date = APR 2010

CSJ	HWY	Limits From	Limits To	Description	Estimate
092102220	CS	INTERSECTION OF TERRY RD @	MILE 17	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION	$ 93,697
092102221	CS	INTERSECTION OF TOWER RD_&	CANTON RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,627
092102222	CS	DOOLITTLE @	DAVIS	INSTALL FLASHING BEACON, SAFETY LIGHTING AT INTERSECTION	$ 26,609
092102223	CS	CESAR CHAVEZ @	MINNESOTA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,965
092102224	CS	MILE 6 WEST AT	MILE 11 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 25,786
092102225	CS	CESAR CHAVEZ AT	ELDORA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 26,379
092102226	CS	MILE 5 1/2 WEST AT	LANTANA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,375
092102227	CS	MILE 4 NORTH AT	MILE 1 1/2 E	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 24,037
092102228	CS	CESAR CHAVEZ @	EARLING	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,728
092102229	CS	DOOLITTLE @	RAMSEYER	INSTALL INTERSECTION FLASHING BEACON, SAFETY LIGHTING	$ 28,865
092102230	CS	MILE 2 WEST @	MILE 12 1/2 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 24,285
092102231	CS	INTERSECTION OF HOEN @	MILE 17 1/2 NORTH	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION	$ 26,356
092102232	CS	ABRAM @	5 MILE NOORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 25,441
092102233	CS	MILE 17 NORTH AT	TOWER	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 26,420
092102234	CS	MILE 11 NORTH AND	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS	$ 26,416
092102235	CS	INTERSECTION OF TOWER RD_&	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,569
092102236	CS	MILE 12 NORTH AT	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS	$ 26,416
092102237	CS	INTERSECTION OF MILE 10 NORTH &	VICTORIA RD.	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,375
092102238	CS	HOEHN ST &	ROGER RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,374
092102239	CS	INTERSECTION OF CESAR CHAVEZ &	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,430
092102240	CS	INTERSECTION OF TOWER RD &	TEXAS	INSTALL INTERSECTION FLASHING BEACON & LIGHTING	$ 26,502
092102241	CS	INTERSECTION OF VAL VERDE RD &	MILE 20 NORTH	INSTALL INTERSECTION FLAHGIN BEACON & SAFETY LIGHTING	$ 26,431
092102242	CS	INTERSECTION OF LIPSEY &	SKINNER ST	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 23,417
092102243	CS	INTERSECTION OF TRENTON &	TWIN	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,194
092102244	CS	INTERSECTION OF TOWER RD &	SIOUX	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,313
092102245	CS	INTERSECTION OF TOWER RD &	CURRY	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,451
092102246	CS	INTERSECTION OF BRYAN RD AND	8 MILE LINE	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,802
092102247	CS	INSTERSECTION OF MILE 6 1/2 WEST &	QUINTERO ST.	INSTALL INSTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,112
092102248	CS	INSTERSECTION OF CESAR CHAVEZ &	MILE 17 N	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,375
092102249	CS	INTERSECTION OF TRENTON &	LOPEZ	INSTALL INTERSECTION FLASHING BEACON	$ 48,330
092102250	CS	MILE 10 NORTH	AT MILE 4 1/2 WEST	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,819

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT C

The State will install flashing beacons and safety lighting at the locations identified in the scope of work. 100% of the cost of Preliminary Engineering is covered by the local government. Based on the funding Category 8 and the Economically Disadvantaged County Program reduction of 88% to the usual local government share of 10%, the Local Government's participation for direct cost, construction, construction engineering, and contingencies is 1.20% ($12,473.00). The federal share is 90%. The State share is 8.80% for construction and construction engineering and contingencies. The State has estimated the project to be as follows:

Description	**Total Estimate Cost**	**Federal Participation**		**State Participation**		**Local Participation**	
		%	Cost	% EDC Adj.	Cost	%EDC Adj	Cost
Preliminary Engineering	$134,850	0%		0%		100%	$134,850
Utility and ROW Costs	n/a		n/a		n/a		n/a
Direct State Costs (including plan Review, Environmental)	$9,000	90%	$8,100	8.80%	$792	1.20%	$108
Installation of Flashing Beacon, Safety Lighting , and appurtenances	$899,895	90%	$809,906	8.80%	$79,190	1.20%	$10,799
Construction Engineering and Contingencies (E & C) 14.50 %	$130,485.00	90%	$117,436	8.80%	$11,483	1.20%	$1,566
TOTAL	**$1,174,230**		**$935,442**		**$91,465**		$147,323

Direct costs will be based on actual charges.

Estimated Local Government's Participation = $147,323.00

Upon execution of the agreement the local government must remit $108.00
Prior to letting of the project an additional $12,365.00 is due

This is an estimate only, final participation amounts will be based on actual costs.

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For
High Risk Rural Roads Program
and Highway Safety Improvement Projects

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 111335, authorizing the State to undertake and complete a highway improvement generally described as installation of flashing beacons and safety lighting; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment "A" for construction of flashing beacons and safety lighting along with other necessary safety devices as described in the scope and more fully detailed in Attachment "B" hereinafter to referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Installation of flashing beacons, safety lighting and other necessary appurtenances at 31 intersections, as described below.

CSJ	Limits From	Limits To	Description
092102220	INTERS OF TERRY RD at	MILE 17	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION
092102221	INTERS OF TOWER RD at	CANTON RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102222	DOOLITTLE at	DAVIS	INSTALL FLASHING BEACON, SAFETY LIGHTING AT INTERSECTION
092102223	CESAR CHAVEZ at	MINNESOTA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102224	MILE 6 WEST at	MILE 11 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102225	CESAR CHAVEZ at	ELDORA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102226	MILE 5 1/2 WEST at	LANTANA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102227	MILE 4 NORTH at	MILE 1 1/2 E	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102228	CESAR CHAVEZ at	EARLING	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102229	DOOLITTLE at	RAMSEYER	INSTALL INTERSECTION FLASHING BEACON, SAFETY LIGHTING
092102230	MILE 2 WEST at	MILE 12 1/2 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102231	INTERS OF HOEN at	MILE 17 1/2 NORTH	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION
092102232	ABRAM at	5 MILE NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102233	MILE 17 NORTH at	TOWER	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102234	MILE 11 NORTH and	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS
092102235	INTERS OF TOWER RD and	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102236	MILE 12 NORTH at	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS
092102237	INTERS OF MILE 10 NORTH and	VICTORIA RD.	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102238	HOEHN ST and	ROGER RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102239	INTERS OF CESAR CHAVEZ and	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102240	INTERS OF TOWER RD and	TEXAS	INSTALL INTERSECTION FLASHING BEACON & LIGHTING
092102241	INTERS OF VAL VERDE RD and	MILE 20 NORTH	INSTALL INTERSECTION FLAHGIN BEACON & SAFETY LIGHTING
092102242	INTERS OF LIPSEY and	SKINNER ST	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102243	INTERS OF TRENTON and	TWIN	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102244	INTER OF TOWER RD and	SIOUX	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING

092102245	INTERS OF TOWER RD and	CURRY	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102246	INTERS OF BRYAN RD and	8 MILE LINE	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING
092102247	INTERS OF MILE 6 1/2 WEST and	QUINTERO ST.	INSTALL INSTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102248	INTERS OF CESAR CHAVEZ and	MILE 17 N	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING
092102249	INTERS OF TRENTON and	LOPEZ	INSTALL INTERSECTION FLASHING BEACON
092102250	MILE 10 NORTH at	MILE 4 1/2 WEST	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING

3. Local Project Sources and Uses of Funds

a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.

e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

i. The State will not pay interest on any funds provided by the Local Government.

j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.

k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.

l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges,* and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. The State will use its approved contract letting and award procedures to let and award the construction contract.
c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Hidalgo County	Director of Contract Services
Hidalgo County Judge	Texas Department of Transportation
PO Box 1356	125 E. 11th
Edinburg, Tx. 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.
Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly

applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- **a.** examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- **b.** interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- **a.** to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- **b.** to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness

of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

_____
Rene Ramirez

_____
Hidalgo County Judge

_____
Date

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT A

Resolution or Ordinance

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT B

List of Project Locations in Hidalgo County

Hid Co Flashing Beacon Prj

COUNTY = Hidalgo
Minute Order 111335
CCSJ = 0921-02-220
Local Government = Hidalgo County
EDC Reduction = 80%
Let Date = APR 2010

CSJ	HWY	Limits From	Limits To	Description	Estimate
092102220	CS	INTERSECTION OF TERRY RD @	MILE 17	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION	$ 93,697
092102221	CS	INTERSECTION OF TOWER RD_&	CANTON RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,627
092102222	CS	DOOLITTLE @	DAVIS	INSTALL FLASHING BEACON, SAFETY LIGHTING AT INTERSECTION	$ 26,609
092102223	CS	CESAR CHAVEZ @	MINNESOTA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,965
092102224	CS	MILE 6 WEST AT	MILE 11 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 25,786
092102225	CS	CESAR CHAVEZ AT	ELDORA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 26,379
092102226	CS	MILE 5 1/2 WEST AT	LANTANA	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,375
092102227	CS	MILE 4 NORTH AT	MILE 1 1/2 E	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 24,037
092102228	CS	CESAR CHAVEZ @	EARLING	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,728
092102229	CS	DOOLITTLE @	RAMSEYER	INSTALL INTERSECTION FLASHING BEACON, SAFETY LIGHTING	$ 28,865
092102230	CS	MILE 2 WEST @	MILE 12 1/2 NORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 24,285
092102231	CS	INTERSECTION OF HOEN @	MILE 17 1/2 NORTH	INSTALL FLASHING BEACON & SAFETY LIGHTING AT INTERSECTION	$ 26,356
092102232	CS	ABRAM @	5 MILE NOORTH	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 25,441
092102233	CS	MILE 17 NORTH AT	TOWER	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 26,420
092102234	CS	MILE 11 NORTH AND	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS	$ 26,416
092102235	CS	INTERSECTION OF TOWER RD_&	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,569
092102236	CS	MILE 12 NORTH AT	MILE 4 WEST	INSTALL ADVANCE WARNING SIGNALS AND SIGNS	$ 26,416
092102237	CS	INTERSECTION OF MILE 10 NORTH &	VICTORIA RD.	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,375
092102238	CS	HOEHN ST &	ROGER RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,374
092102239	CS	INTERSECTION OF CESAR CHAVEZ &	ALBERTA RD	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,430
092102240	CS	INTERSECTION OF TOWER RD &	TEXAS	INSTALL INTERSECTION FLASHING BEACON & LIGHTING	$ 26,502
092102241	CS	INTERSECTION OF VAL VERDE RD &	MILE 20 NORTH	INSTALL INTERSECTION FLAHGIN BEACON & SAFETY LIGHTING	$ 26,431
092102242	CS	INTERSECTION OF LIPSEY &	SKINNER ST	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 23,417
092102243	CS	INTERSECTION OF TRENTON &	TWIN	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,194
092102244	CS	INTERSECTION OF TOWER RD &	SIOUX	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,313
092102245	CS	INTERSECTION OF TOWER RD &	CURRY	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,451
092102246	CS	INTERSECTION OF BRYAN RD AND	8 MILE LINE	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 23,802
092102247	CS	INSTERSECTION OF MILE 6 1/2 WEST &	QUINTERO ST.	INSTALL INSTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,112
092102248	CS	INSTERSECTION OF CESAR CHAVEZ &	MILE 17 N	INSTALL INTERSECTION FLASHING BEACON & SAFETY LIGHTING	$ 26,375
092102249	CS	INTERSECTION OF TRENTON &	LOPEZ	INSTALL INTERSECTION FLASHING BEACON	$ 48,330
092102250	CS	MILE 10 NORTH	AT MILE 4 1/2 WEST	INSTALL INTERSECTION FLASHING BEACON AND SAFETY LIGHTING	$ 28,819

CSJ #__0921-02-220 thru 250____
District # _21_____
Code Chart 64 #__50109_____
Project: __Safety Project_____
CFDA # ___20.205_____

ATTACHMENT C

The State will install flashing beacons and safety lighting at the locations identified in the scope of work. 100% of the cost of Preliminary Engineering is covered by the local government. Based on the funding Category 8 and the Economically Disadvantaged County Program reduction of 88% to the usual local government share of 10%, the Local Government's participation for direct cost, construction, construction engineering, and contingencies is 1.20% ($12,473.00). The federal share is 90%. The State share is 8.80% for construction and construction engineering and contingencies. The State has estimated the project to be as follows:

Description	**Total Estimate Cost**	**Federal Participation**		**State Participation**		**Local Participation**	
		%	Cost	% EDC Adj.	Cost	%EDC Adj	Cost
Preliminary Engineering	$134,850	0%		0%		100%	$134,850
Utility and ROW Costs	n/a		n/a		n/a		n/a
Direct State Costs (including plan Review, Environmental)	$9,000	90%	$8,100	8.80%	$792	1.20%	$108
Installation of Flashing Beacon, Safety Lighting , and appurtenances	$899,895	90%	$809,906	8.80%	$79,190	1.20%	$10,799
Construction Engineering and Contingencies (E & C) 14.50 %	$130,485.00	90%	$117,436	8.80%	$11,483	1.20%	$1,566
TOTAL	**$1,174,230**		**$935,442**		**$91,465**		$147,323

Direct costs will be based on actual charges.

Estimated Local Government's Participation = $147,323.00

Upon execution of the agreement the local government must remit $108.00
Prior to letting of the project an additional $12,365.00 is due

This is an estimate only, final participation amounts will be based on actual costs.

DATE: March 17, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Mgmt. for TXDOT-PCT 1-4 Beacon Proj. (1315)

ACCOUNT NUMBERS:
From: Cert. of Oblig.2006-Fund Balance
To: 0-1315-431-00-12X-0XX-0-731

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1336-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	12,473.00
0-1315-391-01-000-336-0-000	TRANSFERS IN-C.O. 2006	12,473.00
0-1315-431-00-121-072-0-731	TXDOT-PCT1 FLASH BEACON 2010HES-ROADS	3,210.38
0-1315-431-00-122-044-0-731	TXDOT-PCT2 FLASH BEACON 2010HES-ROADS	1,530.00
0-1315-431-00-123-075-0-731	TXDOT-PCT3 FLASH BEACON 2010HES-ROADS	682.53
0-1315-431-00-124-061-0-731	TXDOT-PCT4 FLASH BEACON 2010HES-ROADS	7,050.09
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**
	TOTAL BUDGET INCREASE (DECREASE) 1315	**12,473.00**

REASON: **To aquire additional funding as needed for the TXDOT-PCT1-4 FLASH BEACON 2010HES-ROADS (1315) in the total amount of $12,473.00.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY FLASHING BEACON PROJECT

PCT	CSJ	HWY	LIMITS FROM	LIMITS TO	DESCRIPTION	ESTIMATE	Prorated 12,365.00	Prorated 108.00	Total Transfer Needed	Total By Precinct
1	092102224	CS	MILE 6 WEST @	MILE 11 NORTH	INSTALL INTERSECTION FLASH	$ 25,786.00	354.31	3.09	357.40	
1	092102226	CS	MILE 5 1/2 WEST @	LANTANA	INSTALL INTERSECTION FLASH	$ 23,375.00	321.18	2.81	323.99	
1	092102227	CS	MILE 4 NORTH @	MILE 1 /1/2 E	INSTALL INTERSECTION FLASH	$ 24,037.00	330.28	2.88	333.16	
1	092102230	CS	MILE 2 WEST	MILE 12 1/2 NORTH	INSTALL INTERSECTION FLASH	$ 24,285.00	333.69	2.91	336.60	
1	092102234	CS	MILE 11 NORTH AND	MILE 4 WEST	INSTALL ADVANCE WARNING S	$ 26,416.00	362.97	3.17	366.14	
1	092102236	CS	MILE 12 NORTH @	MILE 4 WEST	INSTALL ADVANCE WARNING S	$ 26,416.00	362.97	3.17	366.14	
1	092102237	CS	INTERSECTION OF MILE 10 NORTH &	VICTORIA RD	INSTALL INTERSECTION FLASH	$ 26,375.00	362.41	3.17	365.58	
1	092102247	CS	INTERSECTION OF MILE 6 1/2 WEST &	QUINTERO ST.	INSTALL INTERSECTION FLASH	$ 26,112.00	358.79	3.13	361.92	
1	092102250	CS	MILE 10 NORTH @	MILE 4 1/2 WEST	INSTALL INTERSECTION FLASH	$ 28,819.00	395.99	3.46	399.45	3,210.38
2	092102223	CS	CESAR CHAVEZ @	MINNESOTA	INSTALL INTERSECTION FLASH	$ 28,965.00	397.99	3.48	401.47	
2	092102225	CS	CESAR CHAVEZ @	ELDORA	INSTALL INTERSECTION FLASH	$ 26,379.00	362.46	3.17	365.63	
2	092102228	CS	CESAR CHAVEZ @	EARLING	INSTALL INTERSECTION FLASH	$ 28,728.00	394.74	3.45	398.19	
2	092102244	CS	INTERSECTION OF TOWER RD &	SIOUX	INSTALL INTERSECTION FLASH	$ 26,313.00	361.55	3.16	364.71	1,530.00
3	092102232	CS	ABRAM @	5 MILE NORTH	INSTALL INTERSECTION FLASH	$ 25,441.00	349.57	3.05	352.62	
3	092102246	CS	INTERSECTION OF BRYAN RD &	8 MILE LINE	INSTALL INTERSECTION FLASH	$ 23,802.00	327.05	2.86	329.91	682.53
4	092102220	CS	INTERSECTION OF TERRY RD @	MILE 17	INSTALL FLASHING BEACON &	$ 93,697.00	1,287.44	11.25	1,298.69	
4	092102221	CS	INTERSECTION OF TOWER RD &	CANTON RD	INSTALL INTERSECTION FLASH	$ 26,627.00	365.87	3.20	369.07	
4	092102222	CS	DOOLITTLE @	DAVIS	INSTALL FLASHING BEACON, S	$ 26,609.00	365.62	3.19	368.81	
4	092102229	CS	DOOLITTLE @	RAMSEYER	INSTALL INTERSECTION FLASH	$ 28,865.00	396.62	3.46	400.08	
4	092102231	CS	INTERSECTION OF HOEN @	MILE 17 1/2 NORTH	INSTALL FLASHING BEACON &	$ 26,356.00	362.14	3.16	365.30	
4	092102233	CS	MILE 17 NORTH @	TOWER	INSTALL INTERSECTION FLASH	$ 26,420.00	363.02	3.17	366.19	
4	092102235	CS	INTERSECTION OF TOWER RD &	ALBERTA RD	INSTALL INTERSECTION FLASH	$ 26,569.00	365.07	3.19	368.26	
4	092102238	CS	HOEHN ST &	ROGER RD	INSTALL INTERSECTION FLASH	$ 26,374.00	362.39	3.17	365.56	
4	092102239	CS	INTERSECTION OF CESAR CHAVEZ &	ALBERTA RD	INSTALL INTERSECTION FLASH	$ 26,430.00	363.16	3.17	366.33	
4	092102240	CS	INTERSECTION OF TOWER RD &	TEXAS	INSTALL INTERSECTION FLASH	$ 26,502.00	364.15	3.18	367.33	
4	092102241	CS	INTERSECTION OF VALVERDE RD &	MILE 20 NORTH	INSTALL INTERSECTION FLASH	$ 26,431.00	363.17	3.17	366.34	
4	092102242	CS	INTERSECTION OF LIPSEY &	SKINNER RD	INSTALL INTERSECTION FLASH	$ 23,417.00	321.76	2.81	324.57	
4	092102243	CS	INTERSECTION OF TRENTON &	TWIN	INSTALL INTERSECTION FLASH	$ 23,194.00	318.70	2.78	321.48	
4	092102245	CS	INTERSECTION OF TOWER RD &	CURRY	INSTALL INTERSECTION FLASH	$ 26,451.00	363.45	3.17	366.62	
4	092102248	CS	INTERSECTION OF CESAR CHAVEZ &	MILE 17 N	INSTALL INTERSECTION FLASH	$ 26,375.00	362.41	3.17	365.58	
4	092102249	CS	INTERSECTION OF TRENTON &	LOPEZ	INSTALL INTERSECTION FLASH	$ 48,330.00	664.08	5.80	669.88	7,050.09
						$ 899,896.00	12,365.00	108.00	12,473.00	12,473.00

AI-20442 **24.C.**

Capital Improvement Plan

CC REGULAR

Date:	03/23/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Presentation and discussion of the 2010 Capital Improvement Plan Status Update.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/19/2010 07:26 AM	APRV
2	Budget & Management	Erika Zamora	03/19/2010 09:22 AM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW
Form Started By: Rolando Garcia			Started On: 03/18/2010 12:28 PM	
Final Approval Date: 03/19/2010				

AI-20436 **24.E.1.**

Deobligation of Funds
CC REGULAR

Date: 03/23/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2 - Special Revenue Funds:
Approval to deobligate funds from Precinct #2 Road and Bridge (1202) and Parks (1212) in the total amount of $995,733.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Various Accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available to deobligate as of 03/19/10.

Ref: CC 3/12/10 AI-20197:
Please note: Funds were appropriated in order to fund the PO rollovers from 2009. Pct#2 had already appropriated accordingly their 1202 and 1212 fund balances prior to this appropriation.

Attachments

Link: De-obligation - BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/19/2010 08:44 AM	APRV
2	Budget & Management	Erika Zamora	03/19/2010 09:24 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2010 01:48 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Rolando Garcia
Started On: 03/18/2010 08:33 AM

Final Approval Date: 03/19/2010

DATE: MARCH 18, 2010

DEPARTMENT HEAD: VARIOUS

DEPARTMENT NAME: FUNDS 1202 & 1212

ACCOUNT NUMBER: 0-12XX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: BUDGET AMENDMENTS (DECREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1202-431-00-122-005-0-421	PCT2 RD ADM-DISPOSAL	(50.59)
0- 1202-431-00-122-005-0-442	PCT2 RD ADM-EQUIP & VEHICLE RENTALS	(936.73)
0- 1202-431-00-122-005-0-601	PCT2 RD ADM-OFFICE & COMPUTER SUPPLIES	(22.04)
0- 1202-431-00-122-005-0-748	PCT2 RD ADM-OTHER EQUIPMENT	(6,803.22)
0- 1202-431-00-122-006-0-343	PCT2 P/U RD-LAUNDRY & DRY CLEANING	(2,743.94)
0- 1202-431-00-122-006-0-346	PCT2 P/U RD-HAULING & FREIGHT SERVICES	(44,029.44)
0- 1202-431-00-122-006-0-432	PCT2 P/U RD-EQUIP & VEH R&M SRV	(348.29)
0- 1202-431-00-122-006-0-432	PCT2 P/U RD-EQUIP & VEH R&M SRV	(0.50)
0- 1202-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	(370.17)
0- 1202-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	(35,205.84)
0- 1202-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	(2,109.33)
0- 1202-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	(21,609.84)
0- 1202-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	(650.28)
0- 1202-431-00-122-006-0-711	PCT2 P/U RD-ROW	(12,600.00)
0- 1202-431-00-122-006-0-731	PCT2 P/U RD-ROADS	(277,031.71)
0- 1202-431-00-122-006-0-732	PCT2 P/U RD-BRIDGES	(675.84)
0- 1202-431-00-122-006-0-733	PCT2 P/U RD-DRAINAGE DITCHES	(3,438.75)
0- 1202-431-00-122-006-0-748	PCT2 P/U RD-OTHER EQUIPMENT	(6,180.89)
0- 1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	(11,214.00)
0- 1202-431-00-122-026-0-731	PCT2 OWASSA RD\(JACKSON-R.LONGORIA\	(42,030.00)
0- 1202-431-00-122-027-0-711	PCT2 TOWER RD\(MOORE-BALLI\	(62,070.00)
0- 1202-431-00-122-027-0-731	PCT2 TOWER RD\(MOORE-BALLI\	(79,445.13)
0- 1202-431-00-122-028-0-731	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	(36,208.77)
0- 1202-431-00-122-028-0-733	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	(1,355.67)
0- 1202-431-00-122-028-0-841	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	(38,458.31)
0- 1202-431-00-122-035-0-711	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	(3,650.00)
0- 1202-431-00-122-035-0-731	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	(13,929.00)
0- 1202-431-00-122-035-0-841	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	(8,893.00)
0- 1202-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	(533.21)
	FUND 1202 TOTAL	(712,594.49)
0- 1212-452-00-122-008-0-343	PCT2 PARKS-LAUNDRY & DRY CLEANING	(2,605.74)

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1212-452-00-122-008-0-350	PCT2 PARKS-OTHER SERVICES	(508.64)
0- 1212-452-00-122-008-0-425	PCT2 PARKS-PEST CONTROL	(550.00)
0- 1212-452-00-122-008-0-431	PCT2 PARKS-BLDG & OTHER STRUC R&M SRV	(35.50)
0- 1212-452-00-122-008-0-432	PCT2 PARKS-EQUIP & VEH R&M SRV	(5.90)
0- 1212-452-00-122-008-0-607	PCT2 PARKS-HSEHLD & JANITORIAL SUPPL	(16.80)
0- 1212-452-00-122-008-0-609	PCT2 PARKS-AGRI & LANDSCAPING SUPPL	(68.98)
0- 1212-452-00-122-008-0-664	PCT2 PARKS-OTHER MINOR EQUIPMENT	(25.00)
0- 1212-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	(52.95)
0- 1212-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	(102.16)
0- 1212-452-00-122-008-0-739	PCT2 PARKS-OTHER STRUCTURES	(279,167.00)
	FUND 1212 TOTAL	(283,138.67)
	TOTAL BUDGET DECREASE REQUEST	(995,733.16)

REASON: TO DEOBLIGATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2010 DURING THE CLOSE-OUT PROCESS FOR YEAR 2009 AND APPROPRIATED FOR AUDIT PURPOSES ON AI-20197 CC 3/12/10

DEPT. HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

AI-20463 **24.E.2.**

Precinct #3 - Appropriation

CC REGULAR

Date:	03/23/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1203):
Approval of 2010 appropriation of funds into Precinct No. 3 Paved and Unpaved Road in the total amount of $150,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation from 1203 fund balance.
Funding available for appropriation as of 3/19/10.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/19/2010 09:49 AM	APRV
2	Budget & Management	Erika Zamora	03/19/2010 10:24 AM	APRV
3	Olga Garza	Olga Garza	03/19/2010 12:49 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Perla Lopez Started On: 03/19/2010 09:29 AM

Final Approval Date: 03/19/2010

DATE: March 23, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1203)

AI-20463

ACCOUNT NUMBER: 0-1203-431-00-123-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1203-431-00-123-005-0-672	Pct. 3 P/U Rd - Equip & Veh R&M Supplies	$ 50,000.00
0-1203-431-00-123-005-0-626	Pct. 3 P/U Rd - Gasoline/Diesel	$ 100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**150,000.00**

REASON:
Appropriation of funds to cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20359 **24.E.3.**

Deobligation of funds

CC REGULAR

Date:	03/23/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1203):
Approval to deobligate funds from Precinct #3 Road & Bridge (1203) in the total amount of $92,020.13.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available to unappropriate as of 3/12/10.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/18/2010 08:18 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 09:12 AM	APRV
3	Olga Garza	Olga Garza	03/18/2010 09:53 AM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	PEND

Form Started By: Perla Lopez Started On: 03/12/2010 01:39 PM

Final Approval Date: 03/19/2010

DATE: March 23, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1203)

AI-20359

ACCOUNT NUMBER: 0-1203-431-00-123-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1203-431-00-123-005-0-732	Pct. 3 P/U Rd - Bridges	$ (25,210.50)
0-1203-431-00-123-005-0-741	Pct. 3 P/U Rd - Vehicles	$ (30,911.00)
0-1203-431-00-123-025-0-334	Pct. 3 Rdwy Sys Study - Arch & Eng Srv	$ (2,038.63)
0-1203-431-00-123-081-0-731	Pct. 3 Circle 6 Rd (N&S of M4) - Roads	$ (33,860.00)
	TOTAL BUDGET INCREASE (DECREASE)	**-92,020.13**

REASON:
Deobligation of funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20438 **24.E.4.**

2010 BA fo Workers Comp (2202)

CC REGULAR

Date:	03/23/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Workers' Comp (2202)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Workers' Compensation Division (2202):
Approval of 2010 appropriation of funds for Hidalgo County's self-funded Workers' Compensation fund in the total amount of $460,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-2202-419-50-115-06X-0-141

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

BUDGETARY IMPACT:

BA into program 060 (HIDALGO CO W/C) & 063 (HEADSTART CO W/C) in the amounts of $380,000.00 and $80,000.00 (respectively). Funding available in fund balance as of 3/18/10.

Attachments

Link: 2010 BA for Workers' Comp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/18/2010 10:17 AM	APRV
2	Olga Garza	Olga Garza	03/18/2010 12:15 PM	APRV
3	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Dale Kennan Started On: 03/18/2010 09:50 AM

Final Approval Date: 03/19/2010

DATE: March 18, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Workers' Compensation Division (2202)

ACCOUNT NUMBER: 0-2202-419-50-115-06X-0-141

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

2010
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
0-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES	380,000.00
0-2202-419-50-115-063-0-141	HEADSTART W/C-LOST WAGES	80,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 460,000.00

REASON: To appropriate funding in the amount of $460,000 into HIDALGO CO W/C-LOST WAGES to cover pending and future expenses for 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20427 **25.A.4.**

Hidalgo County Primary Care and Substance Abuse Facility -Bid Award Recomm

CC REGULAR

Date:	03/23/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Consideration and action on a recommendation by project engineer Quintanilla, Headley and Associates, Inc., to award to the lowest bidder meeting all specifications: The 5125 Company in the amount of $219,512.50 for Bid No. 2010-050-02-24-MSS -"Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

Funding will be determined by Budget Office.

Attachments

Link: Quintanilla Headley Award Recom

Link: Bid Tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2010 10:23 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 10:30 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/18/2010 04:16 PM	APRV
4	Roland Garcia	Rolando Garcia	03/19/2010 03:21 PM	APRV
5	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Moises Salazar Started On: 03/17/2010 03:58 PM

Final Approval Date: 03/19/2010

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

March 1, 2010

Moises Salazar, Buyer II
Hidalgo County Purchasing Department
2802 South Hwy. 281
Edinburg, TX 78539

Re: Hidalgo County Primary Care and Substance Abuse Facility
Site and Utility Improvements Bid # 2010-050-02-24-MSS

Dear Mr. Salazar:

Bids for the above mentioned project were received and opened on February 24, 2010. Three bids were received and are as follows:

1.	Total Commitment, LLC	$ 220,525.00
2.	United Contracting, Inc.	$ 223,941.00
3.	The 5125 Company	$ 219,512.50

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid from The 5125 Company in the amount of $219,512.50.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: February 24, 2010	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Primary Care and Substance Abuse Facility Site and Utility Improvements"

BID NO: 2010-050-02-24-MSS

No.	NAME OF COMPANY	TOTAL BID	BID BOND		
1.	**Total Commitment**	**$220,525.00**	√		
2.	**United Contracting, Inc.**	**$223,941.00**	√		
3.	The 5125 Company	**$219,512.00**	√		
4.					
5.					
6.					
7.					
8.					

AI-20462 **25.A.5.**

Old Administration Renovations -Elevator Modernization -Ratification of Agreement

CC REGULAR

Date:	03/23/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Ratification of Agreement for Elevator Modernization between Hidalgo County and ThyssenKrupp Elevator through the County's participation/membership with the Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators a the Old Administration Building" in the amount of $376,855.00 in as much as the word "agreement" was not part of the original agenda request caption on previously approved AI # 17069 on August 25, 2009 and as requested by County Auditor for clarifications purposes.

BACKGROUND

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:

$376,855.00 available balance in PO# 631030 as of 03/19/10. rc

Attachments

Link: Appr Bkp

Link: Project PO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2010 11:27 AM	APRV
2	Budget & Management	Erika Zamora	03/19/2010 12:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/19/2010 01:16 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Moises Salazar Started On: 03/19/2010 09:06 AM

Final Approval Date: 03/19/2010

(7)

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
   a) Renovations of administration building
   b) Other ongoing county owned building construction, renovation repair projects
   c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 23.A. 1-3.a, b, & c.

4. AI-17069 Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of $376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

5. AI-17065 Approval to pay invoice #s B235734-IN for $93.75 with date of 02/19/2009 & #B238122-IN for $85.40 with date of 04/10/2009 from Arguendigui Oil Co.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. AI-17068 Acceptance and approval to pay the following invoices submitted by the following contracted vendors:

a. Raba-Kistner Consultants-contract #C-08-315-09-23/Work Authorization No.2-approved by CC 12/09/2008); Work Authorization No.3-approved by CC 02/17/2009:

Inv. #	Inv. Date	Amount	Project Name
018669	11/12/2008	$516.95	McColl Rd Levee Improvement
018768	12/12/2008	$1,604.46	McColl Rd Levee Improvement
018889	01/14/2009	$636.02	McColl Rd Levee Improvement
019061	03/06/2009	$2,948.91	McColl Rd 72-Inch Siphone Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

b. Millennium Engineers Group-contract #C-08-316-10-28/Work Authorization No.3 approved by CC 03/03/2009):

Inv. #	Inv. Date	Amount	Project Name
09M21-1	04/29/2009	$768.00	Tower Road Drainage Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

7. AI-17053 Pursuant to Texas Local Government Code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction), including authority to removed the following

AI-17069 **23.A.4.**

Acceptance of Proposal for Old Administration Building Elevator Modernization

CC REGULAR

Date: 08/25/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of $376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Amount available for req #153938 is $382,898.00 as of 8-21-09 for Thyssenkrupp Elevator Corp. in relation to the Old Adm. Bldg rennovations (i.e. elevator modernization).

Attachments

Link: Elevator Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2009 11:56 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2009 04:14 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/21/2009 05:11 PM	APRV
5	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Moises Salazar Started On: 08/19/2009 05:00 PM
Final Approval Date: 08/21/2009

TCPN

TCPN CONTRACT INFORMATION

ThyssenKrupp

Contract:	Elevator Products and Services
Awarded Vendor:	ThyssenKrupp Elevator Corporation
TCPN Contract Number:	R4679 *(All PO's must reference "Per TCPN Contract")*
Contract Expiration Date:	May 31, 2010
Number of Annual Renewals:	1
Approved Products/Services:	
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."
Pricing:	Contact vendor for pricing.
Other:	
Other:	
Online Ordering Availability:	Not Available
Freight/Delivery:	
Vendor Contact:	**Bill Harrison** National Acc. Mgr. TF: (800) 725-5207 PH: (972) 785-3250 bill.harrison@thyssenkrupp.com
Vendor Website:	http://www.thyssenkruppelevator.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	

Print this Page

» Close

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

February 22, 2008

From: Harrison, Bill

To: Mr. Phillip Vasquez
Contract Administrator
The Cooperative Purchasing Network
7145 West Tidwell
Houston, TX 77092

Subject: Modification Request of TCPN/TKE Agreement to clarify Elevator Modernization Projects

Dear Mr. Vasquez,

This is a request to modify TCPN Contract R4679 to add Elevator Modernization Team Hour Labor Rates for ThyssenKrupp Elevator Corporation's Southwest Region and to include language in the agreement to clarify in detail what constitutes Elevator Modernization. The following items are attached for your consideration:

- Sample of typical ThyssenKrupp Elevator Modernization Contract
- Summary Sheets of Modernization Estimating Forms (Hydraulic and Traction)
- Modernization Team Hour labor rates including fringe benefits and overhead cost for all branch offices in the Southwest Region

ThyssenKrupp Elevator Corporation proposes to provide Elevator Modernization for TCPN Members for Labor and Material Cost, plus other Direct Cost plus a gross profit of not more than 10%.

Please Review the attached documents and give me a call if you have any questions. If this offer is acceptable, please modify subject contract to include these additions. If this is acceptable, please sign below.

Regards.

Bill Harrison
National Accounts Manager
ThyssenKrupp Elevator Corporation
2220 Chemsearch Blvd. Suite 100
Irving, TX 75062
Office # 972-785-0505

Concur: _____
Phillip Vasquez

cc: Harry Jones
Jim Gross
Gary German

Agreement for Elevator Modernization.

(9)

Submitted to: Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

(Hereinafter Purchaser)

By: ThyssenKrupp Elevator
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(800) 334-8984 office - (361) 299-0502 fax

ThyssenKrupp Elevator is pleased to provide the following quotation for elevator modernization at:

Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539
Re: TCPN Contract #R4579

Date: July 15th, 2009

ORIGINAL

ORIGINAL

ThyssenKrupp Elevator

TABLE OF CONTENTS.

Part 1	General
Part 2	Equipment and Summary of Work
Part 3	Modernization Equipment Features
Part 4	Installation Sequence and Schedule
Part 5	Tests
Part 6	Clean-up and Purchaser Inspection
Part 7	Work Not Included
Part 8	Special Conditions
Part 9	Terms and Conditions
Part 10	Prices, Terms of Payment, Signature Page

PART 1 - GENERAL.

1.01 This proposal covers the complete modernization of Four (4) Hydraulic Passenger elevator(s) located at the "Hidalgo County Administration Building" at 100 E. Cano - Edinburg, Texas 78539. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

1.03 Drawings. ThyssenKrupp Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.

1.04 Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid by ThyssenKrupp Elevator.

1.05 Maintenance service. ThyssenKrupp Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.

1.06 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.

1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 - EQUIPMENT AND SUMMARY OF WORK.

QUANTITY:	Elev. 1 & 2
QUANTITY:	Elev. 3 & 4
CAPACITY:	Elevators 1 & 2 - 3500 lbs.
CAPACITY:	Elevators 3 & 4 - 1250 lbs.
SPEED:	Elev. 1 & 2 - 125/150 fpm
SPEED:	Elev. 3 & 4 - 75/100 fpm
STOPS:	5 Stops on Elev. 1 & 2
STOPS:	2 Stops on Elev. 3 & 4
OPENINGS:	5 Front on Elev. 1 & 2
OPENINGS:	2 Front on Elev. 1 & 2
CAR PLATFORM:	Reuse Existing
CAR PLATFORM:	Reuse Existing
CLEAR INSIDE:	Elev. 1 & 2 - Existing
CLEAR INSIDE:	Elev. 3 & 4 - Existing
TRAVEL:	Elev. 1 & 2: 53' - 10"
TRAVEL:	Elev. 3 & 4: 11' - 10"
JACKS & PISTONS:	Elev. 1 & 2 - Reuse
JACKS & PISTONS:	Elev. 3 & 4 - New
POWER UNITS:	Elev. 1 & 2 EP-215
POWER UNITS:	Elev. 3 & 4 EP-50
POWER SUPPLY:	Elev. 1 & 2 - 460/3/60
POWER SUPPLY:	Elev. 3 & 4 - 200/3/60
LOGIC CONTROL:	TAC-22 Microprocessor
LOGIC CONTROL:	TAC-22 Microprocessor
CAR ENCLOSURE:	Elev. 1 & 2 - Remodel
CAR ENCLOSURE:	Elev. 3 & 4 - Reuse
SIGNAL FIXTURES:	New Traditional
SIGNAL FIXTURES:	New Traditional
CAR DOORS:	Elev. 1 & 2 New #4 S. S.
CAR DOORS:	Elev. 3 & 4 - Reuse
ENTRANCES:	Re-Clad w/#3 S. S.
ENTRANCES:	Reuse Existing
DOOR OPERATION:	New HD-98
DOOR OPERATION:	New HD-98
WIRING:	New on Elev. 1 & 2
WIRING:	New on Elev. 3 & 4

PART 3 - MODERNIZATION EQUIPMENT FEATURES.

3.01 CAR SLING & PLATFORM on ELEVATORS #1, #2, #3 & #4:

Reuse existing equipment on all elevators

3.02 CAR ENCLOSURE on ELEVATORS #1 & #2:

A. Cab: Reuse Existing Cab. Replace Applied Panels with New Interior from "Snap-On Cabs - By Bostock" using "Classic I" or "Classic II" Designs. Include #4 Stainless Steel Base, Reveals, and 1 ½" Cylindrical Handrail at Rear Walls.

B. Ceiling: Replace Existing Suspended Ceiling Frames and Translucent Panels with new Suspended Ceiling Frames and Translucent Panels.

C. Car Doors: Replace Car Doors with #4 Stainless Steel Center Opening. Include New Tracks, Hangers, Gate Switch, Restrictor Cutch, and Janus Edges.

D. Car Sill: Remove and replace with New Nickel Silver Threshold Sill.

E. Flooring: "By Others".

3.03 CAR ENCLOSURE on ELEVATORS #3 & #4:

Reuse existing Cabs including Walls, Ceilings, and Sills. Remove & Replace Car Doors with new #4 Stainless Steel.

3.04 CAR SIGNAL FIXTURES on Elevators #1, #2, #3 & #4:

Remove existing and install new #4 Stainless Steel COP's (Car Operating Push Button Panels) which includes Fire Service Phase I & II features with Signage, Standard Keyed Switches, Emergency Light & Alarm Bell, Digital Floor Position Indicator with Directional Arrows, "Traditional" Car Push Buttons, Integral Emergency Telephone(s), & Cast Braille Plates to comply with ADA regulations.

3.05 CONTROL & DRIVE SYSTEMS on ELEVATORS #1, #2, #3 & #4:

Remove existing Controllers on Elevators #1, #2, #3 & #4 and install new TAC 22 Group Microprocessor Controllers (Quantity 4 Controllers). Includes non-proprietary Owners Manuals and Machine Room Controllers OST's (On-Board Service Diagnostic Tools).

3.06 DOORS & ENTRANCES on ELEVATORS #1 & #2:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st, 2nd, 3rd, 4th & 5th Floors of Main Passenger Elevators #1 & #2.

3.07 DOORS & ENTRANCES on ELEVATORS #3 & #4:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st & 2nd Floors of Passenger Elevators #3 & #4.

3.08 HALL SIGNAL FIXTURES on ELEVATORS #1, #2, #3 & #4:

Remove & replace all Hall Push Button Fixtures. Install new #4 Stainless Steel "Easy Riser - Traditional" Fixtures which include Illuminated Push Buttons, Fire Service Keyed Switches, Acid Etched Instructional Fire Service Signage, Appendix "O" Plastic Inserts Signage and Hoistway Access keyed switches.

3.09 PIT EQUIPMENT on ELVATORS #1, #2, #3 & #4:

Remove & replace Pit Equipment on Elevators #3 & #4. Reuse Pit Equipment on Elevators #1 & #2.

3.10 POWER UNITS & JACKS on ELEVATORS #1, #2, #3 & #4:

Remove and replace all Power Units on Elevators #1, #2, #3 & #4. Reuse Jacks & Pistons on Elevators #1 & #2. Remove and replace Jacks & Pistons on Elevators #3 & #4.

3.11 WIRING on ELEVATORS #1, #2, #3 & #4:

Remove & replace all existing Hoistway & Traveling Cable Wiring on all Four(4) Elevators.

3.12 MAINTENANCE / SERVICE:

Initial Maintenance Service: Beginning at Substantial Completion and/or "Final Acceptance" of each individual elevator, 12 months', 24/7 Call Backs with full maintenance service is included along with monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Perform maintenance, including emergency callback service, during normal working hours.

3.13 MISCELLANEOUS WORK.

ThyssenKrupp Elevator has included in the "Scope of Work" and will furnish the following:

1. Furnish Fork-Lifts for handling Materials.
2. Furnish Air Compressors for installation of Jacks & Pistons.

The following items will be the responsibility of the Building Owner and/or General Contractor:

1. Upgrade Fire Alarm System for Elevator Lobby Areas, Machine Room, & Hoistway as required by code to comply with TDLR(Texas Department of Licensing & Regulations) codes and/or the codes established by "The City Edinburg".

2. Remove and install new Electrical GFI Plugs, Disconnects & Lighting in Elevator Machine Room. Install new Lighting & GFI Plugs in Elevator Hoistway Pits as required by TDLR.

3. Air Condition and/or Ventilate Elevator Machine Room as required by TDLR.

4. Remove Elevator Machine Room Doors if needed for removal and installation of the elevator equipment. The Elevator Machine Room & Door on Elevator #3 will need to be redesigned and rebuilt by Architect, General Contractor, other Sub-Contractor to comply with State & Local Codes

5. This work is to become part of **"PART 7 - WORK NOT INCLUDED"** located on Pages 6 of 10 & Pages 7 of 10.

PART 4 - INSTALLATION SEQUENCE AND SCHEDULE.

4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.

4.02 One of the elevator(s) will be out of service at all times in the performance of the work as specified.

4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser.

PART 5 – TESTS.

5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.

5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION.

6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED.

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or blockouts for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours). Instrument in cab by others.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical

cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by ThyssenKrupp shall become the exclusive property of ThyssenKrupp.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

PART 8 - SPECIAL CONDITIONS.

Performance of this contract is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

ThyssenKrupp shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage results from our own acts or omissions.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, TX.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 3 8 U. S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

INDEMNIFICATION CLAUSE

Purchaser is indemnified for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to indemnification unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When ThyssenKrupp Elevator is obligated to indemnify Purchaser under this provision, ThyssenKrupp Elevator will pay and/or reimburse Purchaser for monies paid to defend, settle or satisfy judgment on the claim.

ADDITIONAL INSURED CLAUSE

Purchaser is covered for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of the ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to coverage of the additional insured unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When this additional insured provision is applicable, coverage will be provided consistent with ThyssenKrupp Elevators insurance policy, including the costs of defense and satisfaction of any settlement or judgment.

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT.

We propose to furnish and install the equipment covered in this proposal for the net sum of $375,390.00 + Performance Bond of $1,455.00 dollars (100% of Contract Price) = $376,855.00 (Three Hundred Seventy-six Thousand Eight Hundred Fifty-five dollars & no/100's cents). This contract is in accordance with TCPN (The Cooperative Purchasing Network) pricing. ThyssenKrupp Elevator TCPN Vendor No.: #R4679.

Payment terms:
50% of Contract Amount to accompany signed contract;
25% of Contract Amount due upon delivery of materials;
25% of Contract Amount will be billed based upon mutually agreed upon schedule of values.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance, 25% upon delivery of materials and 25% upon completion "Final Acceptance" and turnover of elevator equipment.

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance, satisfactory to us, that the subsequent payments will be made as they become due. A monthly service charge of 1½% will be due on all amounts not paid within 30 days.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 30 days from date executed by us.

This proposal, when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Accepted:

COUNTY OF HIDALGO

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

ATTEST:
Arturo Guajardo, Jr., County Clerk

ThyssenKrupp Elevator Corporation
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

By: _____
(Signature of ThyssenKrupp Representative)

Gregory S. Laznovsky - Sales Manager
(956) 592-0210 cell

Date: 02/15/09

Approved by: _____

Title: Contract Administrator Date: _____

REQUEST FOR PROPOSAL

HIDALGO COUNTY
"OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION"

RFP NO. 2009-071B-MSS

Contact Person:

Moises Salazar, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4863

Form HCPD-03

LEGAL NOTICE **RFP No:** 2009-07-IB-MSS

1. Proposals will be received for HIDALGO COUNTY "OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION" in accordance with the specifications attached as Exhibit "A" hereto. RFPs should address all specifications set forth. Participants 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 RFP.

2. All RFPs are required ~~sealed~~ with the Participants 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: RFP NO. 2009-07-IB-MSS HIDALGO COUNTY "OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION" and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before,** JULY 15, 2009 **FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFP 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 RFP. NO. 2009-07-IB-MSS. Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP 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 RFP that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFPs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP for approval; and C.) award the RFP to one Participant or to multiple Participants if the County determines it is in its best interest to do so.@

4. The Participant shall not substitute items named in the RFP without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award this project to the next-lowest responsible Participant, or to reject all RFPs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFP.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFP including catalogue numbers and any necessary references.

7. No RFP may be withdrawn within thirty (30) days from the scheduled time to open RFPs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFP opening.

9. Any interpretations, amendments, corrections or changes to this RFP 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 RFPs. Participants shall acknowledge receipt of all addenda as a part of their RFP.

10. County reserves the right to accept or reject any or all proposals.

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 this 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 of project, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor=s Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Moises Salazar
(956) 318-2626 x 4863

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - HIDALGO COUNTY ____ FOR ADMINISTRATION BUILDING ELEVATOR MODERNIZATION. 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 BUILDINGS AND GROUNDS
P.O. BOX 1356
Edinburg, Texas 78539
(956) 289-7850

17. **Schedule of Events**

Proposal Due Date	**July 15 ,2009**
Issuance of Purchase Order	**_____**
Commence Work or Deliver Products	**_____, 2009**

18. RFP or Performance Bond; Payment under Contract/Purchase Order:

- If the contract/purchase order proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFP, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the proposed contract/purchase order 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/purchase order 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 RFP awarded, the successful Participant'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. RFPs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFP, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFP;
- 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 Participant 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 Participant'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 purchase order or contract award to a successful Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFP 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 Participant shall pay any judgment with

costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant=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 Participant.

28. Successful Participant 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFP
For:
HIDALGO COUNTY
"OLD ADMINISTRATION BUILDING ELEVATOR MODERNIZATION"
RFP NO.: 2009-071B-MSS

To: Moises Salazar, Buyer
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFP, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFP Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP.

Participant agrees that this RFP shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFPs, as contained in the Specifications.

Respectfully submitted,

Participant:	ThyssenKrupp Elevator
Address:	5449 Bear Lane, Suite 406 – Corpus Christi, Texas 78405
By:	*Gregory S. Laznovsky*
Printed Name:	Gregory S. Laznovsky
Title:	Sales Manger – Corpus Christi, TX Branch Office

(Must be submitted with the Proposal)

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: Gregg Laznovsky
Print Name: GREGG LAZNOVSKY
Title: SALES MANAGER
Telephone Number: (800)334-8984
Date: 09/03/09

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 "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, GREGG LAZNOVSKY, authorized representative for THYSSEN KRUPP ELEVATOR
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $ 1,000,000 General Liability: $ 2,000,000

- have already been met, see attached copy of insurance certificate.

Gregg Laznovsky
Authorized Representative

09/04/09
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

COVERAGES

GENERAL LIABILITY	
AUTOMOBILE LIABILITY	
GARAGE LIABILITY	
EXCESS LIABILITY	
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	
OTHER	

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all commercial General Liability policies.

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

CANCELLED

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, GREGG LAZNOVSKY, possess all of the APPLICABLE:

1. Licenses: YES.
2. Bonds: YES.
3. Certificates: YES.
4. Permits: YES.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Gregg Laznovsky
Authorized Signature

09/04/09.
Date

THYSSEN KRUPP ELEVATOR.
Company

5449 BEAR LANE, SUITE 406.
Address

CORPUS CHRISTI, TX 78405.
City, State, Zip

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Gregg Laznovsky/ThyssenKrupp Elev., being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Gregg Laznovsky - Sales Manager

Subscribed and sworn to before me this 9 day of Sept, 2009.

Notary Public

My commission expires: 12-9-2011, ~~2009~~.

MARIA D. CHAVARRIA
Notary Public, State of Texas
My Commission Expires
12-09-2011



Edinburg,TX 78540

Instrument Number: 2009-2032883

As

Recorded On: September 09, 2009 **Recording**

Parties: **Billable Pag**

To **Number of Pag**

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2032883

Receipt Number: 1067343

Recorded Date/Time: September 09, 2009 02:09P

User / Station: I Leal - Cash Station 02

Record and Return To:

THYSSENKRUPP ELEVATOR
C/O GREGG LAZNOVSKY
5449 BEAR LANE STE. 406
CORPUS CHRISTI TX 78405

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg,TX 78540

Issued To:
THYSSENKRUPP ELEVATOR
C/O GREGG LAZNOVSKY 800-334-8984
5449 BEAR LANE STE. 406
CORPUS CHRISTI TX 78405

Recording Fees

Document Description	Number	Recording Amount
Recording	2032883	16.00
CONFLICT OF INTEREST		
Copies		1.00
		17.00

Collected Amounts

Payment Type	Amount
CASH	20.00
	20.00

Total Received :	20.00
Less Total Recordings:	17.00
Change Due :	3.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Imelda Leal

Receipt#	Date	Time
1067343	09/09/2009	02:09p

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 82190943

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that ThyssenKrupp Elevator Corporation
(Here insert full name and address or legal title of Contractor)

2801 Network Blvd., Suite 700, Frisco, TX 75034
as Principal, hereinafter called Contractor, and, Federal Insurance Company
(Here insert full name and address or legal title of Surety)

15 Mountain View Road, Warren, NJ 07059
as Surety, hereinafter called Surety, are held and firmly bound unto County of Hidalgo
(Here insert full name and address or legal title of Owner)

2818 South Business Hwy 281, Edinburg, TX 78539
as Obligee, hereinafter called Owner, in the amount of Three Hundred Seventy Six Thousand Eight Hundred Fifty Five Dollars and 00/100 Dollars ($ 376,855.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, ThyssenKrupp Elevator Corporation

Contractor has by written agreement dated October 27, 2009 , entered into a contract with Owner for
(Here insert full name, address and description of project)
Furnish and Install Rour (4) Hydraulic Passenger Elevators for the Hidalgo County Administration Building

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

, ,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

FEDERAL INSURANCE COMPANY · INDIANA ·

Signed and sealed this 20th day of November, 2009.

ATTEST:

By: _____
(Witness)

ThyssenKrupp Elevator Corporation
(Principal) (Seal)

By: _____
(Title)
Jim Baird
Contract Administrator

WITNESS:

By: (Jurat Attached)
(Witness)

Federal Insurance Company
(Surety) (Seal)

By: _____
(Title)
Adrienne C. Stevenson Attorney-in-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 82190943

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that ThyssenKrupp Elevator Corporation
(Here insert full name and address or legal title of Contractor)

2801 Network Blvd., Suite 700, Frisco, TX 75034
as Principal, hereinafter called Principal, and, Federal Insurance Company
(Here insert full name and address or legal title of Surety)

15 Mountain View Road, Warren, NJ 07059

as Surety, hereinafter called Surety, are held and firmly bound unto County of Hidalgo
(Here insert full name and address or legal title of Owner)

2818 South Business Hwy 281, Edinburg, TX 78539
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Hundred Seventy Six Thousand Eight Hundred Fifty Five Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 376,855.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, ThyssenKrupp Elevator Corporation

Principal has by written agreement dated October 27, 2009 , entered into a contract with Owner for
(Here insert full name, address and description of project)
Furnish and Install Rour (4) Hydraulic Passenger Elevators for the Hidalgo County Administration Building

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

, ,

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 20th day of November, 2009.

ATTEST:

By: _____ (Witness)

ThyssenKrupp Elevator Corporation
(Principal) (Seal)

By: _____ (Title)

Jim Baird
Contract Administrator

WITNESS:

By: (Jurat Attached)
(Witness)

Federal Insurance Company
(Surety) (Seal)

By: _____ (Title)

Adrienne C. Stevenson Attorney-in-Fact

Bond No. 82190943
November 20, 2009

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th **day of** November, 2009, **before me personally came** Adrienne C. Stevenson **to me known, who being by so duly sworn, did depose and say: that he/she is**

Attorney-In-Fact of Federal Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.

Official Seal
Rhonda Clark
Notary Public, State of Illinois
My Commission expires July 14, 2013

Rhonda Clark

NOTARY PUBLIC

My Commission Expires

July 14, 2013

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Adrienne C. Stevenson

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number :82190943

Obligee :County of Hidalgo

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day ofNovember, 2008.

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 20th day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

WENDIE WALSH NOTARY PUBLIC NEW JERSEY

WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2013

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 20th day of November, 2009

FEDERAL INSURANCE COMPANY INDIANA

PACIFIC INDEMNITY COMPANY INCORPORATED WISCONSIN

VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

Purchase Order

COUNTY OF HIDALGO

PO#: 631030

DATE: 10/27/09

VENDOR: 237205 REQ:00161713

Email: BUYER:

Phone: SHIP TO: BUDGET OFFICER

THYSSENKRUPP ELEVATOR CORPORATION 2818 S. BUSINESS HWY 281

5449 BEAR LANE, SUITE 406 EDINBURG TX 78539

CORPUS CHRISTI TX 80907

Vendor Acct:

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions: Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TCPN R4679		
1		REPAIR OF ELEVATORS AT HIDALGO COUNTY OLD ADMIN. BUILDING	.00	.00
1	EACH	PASSENGER ELEVATOR WITH 5 STOPS, ELEVATOR GROUP 1, ELEVATOR #1&2, UNITS PER GROUP - 2	.00	.00
1	EACH	FACTORY MATERIAL	37,926.00	37,926.00
1	EACH	PURCHASED MATERIAL	21,020.00	21,020.00
1	EACH	SUB CONTRACT WORK	7,800.00	7,800.00
1	EACH	LABOR	104,058.00	104,058.00
1	EACH	EXPENSES	16,018.00	16,018.00
1	EACH	FREE SERVICE	7,800.00	7,800.00
1		PASSENGER ELEVATOR WITH 2 STOPS, ELEVATOR GROUP #3, ELEVATOR # 4, UNITS PER GROUP - 1	.00	.00
1	EACH	FACTORY MATERIAL	18,063.00	18,063.00
1	EACH	PURCHASED MATERIAL	2,630.00	2,630.00
1	EACH	SUB CONTRACT WORK	1,500.00	1,500.00
1	EACH	LABOR	41,246.00	41,246.00
1	EACH	EXPENSES	5,903.00	5,903.00
1	EACH	FREE SERVICE	2,400.00	2,400.00
1		PASSENGER ELEVATOR WITH 2 STOPS, ELEVATOR GROUP #3, ELEVATOR #4, UNITS PER GROUP - 1	.00	.00
1	EACH	FACTORY MATERIAL	18,063.00	18,063.00
1	EACH	PURCHASED MATERIAL	2,380.00	2,380.00
1	EACH	SUB CONTRACT WORK	1,500.00	1,500.00
1	EACH	LABOR	41,246.00	41,246.00
1	EACH	EXPENSES	5,903.00	5,903.00
1	EACH	FREE SERVICE	2,400.00	2,400.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 631030

DATE: 10/27/09

VENDOR: 237205 REQ:00161713

Email: BUYER:

Phone: SHIP TO: BUDGET OFFICER

THYSSENKRUPP ELEVATOR CORPORATION 2818 S. BUSINESS HWY 281

5449 BEAR LANE, SUITE 406 EDINBURG TX 78539

CORPUS CHRISTI TX 80907

Vendor Acct:

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions: Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	PERFORMANCE BOND	1,465.00	1,465.0
1	EACH	MARK UP ON COST (5 STOP ELEVATOR)	21,559.00	21,559.0
1	EACH	MARKUP COST ON 2 PASSENGER ELEVATOR	8,002.00	8,002.0
1	EACH	MARKUP COST ON 2 PASSENGER ELEVATOR	7,973.00	7,973.0
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		376,855.0
		********** For Hidalgo County use only **********		
		9-1336-419-00-115-073-0-452 376,855.00		
		Approved ----------		

Authorized by: Martha L. Salazar

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 23.A. 1-3.a, b, & c.

4. AI-17069 Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of $376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

5. AI-17065 Approval to pay invoice #s B235734-IN for $93.75 with date of 02/19/2009 & #B238122-IN for $85.40 with date of 04/10/2009 from Arguendigui Oil Co.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. AI-17068 Acceptance and approval to pay the following invoices submitted by the following contracted vendors:

a. Raba-Kistner Consultants-contract #C-08-315-09-23/Work Authorization No.2-approved by CC 12/09/2008); Work Authorization No.3-approved by CC 02/17/2009:

Inv. #	Inv. Date	Amount	Project Name
018669	11/12/2008	$516.95	McColl Rd Levee Improvement
018768	12/12/2008	$1,604.46	McColl Rd Levee Improvement
018889	01/14/2009	$636.02	McColl Rd Levee Improvement
019061	03/06/2009	$2,948.91	McColl Rd 72-Inch Siphone Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

b. Millennium Engineers Group-contract #C-08-316-10-28/Work Authorization No.3 approved by CC 03/03/2009):

Inv. #	Inv. Date	Amount	Project Name
09M21-1	04/29/2009	$768.00	Tower Road Drainage Project

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

7. AI-17053 Pursuant to Texas Local Government Code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction), including authority to removed the following

AI-20467 **25.B.1.**

Acceptance of Donation

CC REGULAR

Date:	03/23/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Acceptance of a donation by citizen, Richard Guerra, to mow/clean approximately five (5) acres of county-owned property located in Precinct #1 on Mile 11, West of 1015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no fiscal impact.

Attachments

Link: Guerra Construction's Insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2010 01:56 PM	APRV
2	Budget & Management	Erika Zamora	03/19/2010 02:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2010 02:49 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Marty Salazar — Started On: 03/19/2010 12:55 PM

Final Approval Date: 03/19/2010

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2010

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 120
San Juan, TX 78589-0126

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
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
6700 NORTH MILE 3 1/2 WEST ROAD
WESLACO, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: SOUTHERN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INSURANCE	
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	TX0303870-01	01/05/2010	01/05/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICABLE
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	STC564310-04	05/14/2009	05/14/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SBP-0001129486	04/03/2009	04/03/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT 1
PURCHASING DEPT.
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539
(956)318-2626 Ext.
FAX 956-318-2677

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

James E. Capt

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-20431 **25.C.1.**

Approval of Work Authorization No. 4 for South Tower Estates from R. Gutierrez Engineering

CC REGULAR

Date:	03/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No.4 for R. Gutierrez Engineering Corporation (Contranct #C-09-419-10-27), with estimated fee of $6,000.00, provided by project engineer for construction administration and construction staking services for South Tower Estates Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-006-0-731

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

BUDGETARY IMPACT:

available balance as of 03/19/10.

Attachments

Link: WA No.4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2010 10:28 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 10:32 AM	APRV
3	Roland Garcia	Rolando Garcia	03/19/2010 09:51 AM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/17/2010 04:23 PM

Final Approval Date: 03/19/2010

R. Gutierrez Engineering Corporation

February 26, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 4 – South Tower Estates Construction Administration and Construction Staking
Project No. ENG09.022D

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 4 of the 2009 Road & Bridge Contract. This work authorization is for professional services associated with the construction administration and construction staking services to be provided to the county for work being constructed by Precinct 2 forces.

If this Work Authorization No. 4 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner,**" and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the South Tower Estates Subdivision project. A portion of this project is being constructed by County forces. The project is located on Tower Road, north of Rancho Blanco Road, south of Alamo, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is not to exceed **$6,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 4 shall be funded through funding source:

Account No. 0-1202-431-00-122-XXX-0-731

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 4

ATTACHMENT A
Services to be Provided by the Owner

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

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 4
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2010											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Morning Sun Subdivision												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 4

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	Hourly Rate
Principal	$ 291.41/HR
Project Manager	$ 208.15/HR
Senior Engineer	$ 149.87/HR
Engineer/RPLS	$ 116.57/HR
Graduate Engineer	$ 99.91/HR
Senior Engineering Tech	$ 86.60/HR
CADD-Design Technician	$ 69.28/HR
Clerical	$ 63.28/HR
Survey Crew	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-20401 **25.D.1.**

Requesting approval of WA#5 from Leonel Garza Jr. for Pct 3
CC REGULAR

Date:	03/23/2010
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. 5 (with an estimated cost of $8,000.00) as submitted by project appraiser, Leonel Garza Jr. & Associates, LLC for appraisal services for "2 Mile Line Rd (FM 492 to Abram Rd)" within Hidalgo County Pct. No. 3 through Contract #C-09-343-10-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available funds as of 3/18/10 is $38,500.00.

Attachments

Link: WA 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/17/2010 01:14 PM	APRV
2	Budget & Management	Ivan Cantu	03/17/2010 01:24 PM	APRV
3	Perla Lopez	Perla Lopez	03/18/2010 07:37 AM	APRV
4	Auditor's Office	Angela Garcia	03/19/2010 03:54 PM	APRV

Form Started By: Rocio Villarreal Started On: 03/17/2010 12:53 PM

Final Approval Date: 03/19/2010

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-343-10-06
Work Authorization Form

WORK AUTHORIZATION NO. 5

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 2 Mile Line Rd (FM 492 to Abram Road) of which will consist of approximately ±4 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 $8,000.00. 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. 5 shall be funded through funding source:
Account No. 0-1203-431-00-123-005-0-711
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. # _5_.

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 2 Mile Line Rd (FM 492 to Abram Road) specified for approximately ±4 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 2 Mile Line Rd (FM 492 to Abram Road) specified for approximately ±4 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3.

Appraisal Report Cost	**$ 8,000.00** ±4 Appraisals @ $2,000.00 Per Parcel = $8,000.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$ 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-20412 **25.E.1.**

Pct 4 - Approval-Prof Services Agreement w/JE Saenz&Assoc Inc-C-10-072-03-23 &CORRECTION to Prof.Svcs Contrat w/Dannenbaum-#C-09-265-03-16

CC REGULAR

Date:	03/23/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: “PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS” (on an as needed basis) within Hidalgo County Precinct No. 4;

b. Requesting approval of a CORRECTION to Contract No. C-09-265-03-16 with DANNENBAUM ENGINEERING COMPANY (approved by CC on 03/16/10) and to reflect the CORRECT contract number as C-10-101-03-16 for the purposes of an "On-Call" Professional Architectural Services Agreement (on an as needed basis) for County-Owned Buildings/Structures located within Precinct No. 4.

BACKGROUND

Items#1-As authorized for negotiations on 2-08-2010 through the County's approved protocol for selection -Contract (as approved by legal counsel) - C-10-072-03-23-J E Saenz & Associates Inc.;

Item #2 - CORRECTED-Contract#C-10-101-03-16-Dannenbaum Engineering Company - in connection with necessary/needed repairs/renovations/remodeling and/or additions for County-owned buildings/strucures located in Pct. #4 on a per project basis through AIA forms of Agreements. and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Item#1
Amount available as of 3-19-10 $108,316.62.
On an as Needed Basis.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Item#2
No Budgetary Impact.
To correct contract number.

Attachments

Link: Email-approval by legal counsel

Link: Contract Document (approved by legal counsel) JE Saenz & Assoc Inc-C-10-072-03-23

Link: Corrected-Contract Document-C-10-101-03-16-Dannenbaum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2010 10:11 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 10:24 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2010 12:36 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Letty Saenz Started On: 03/17/2010 02:04 PM

Final Approval Date: 03/19/2010

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 18, 2010 9:21 AM
To: 'Leticia Saenz'
Subject: FW:

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 17, 2010 5:02 PM
To: Martha Salazar
Subject: Re:

The contract looks OK

----- Original Message -----
From: Martha Salazar
To: 'Steve Crain'
Sent: Wednesday, March 17, 2010 4:50 PM
Subject: FW:

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 17, 2010 4:47 PM
To: 'Martha Salazar'; ramon.vela@co.hidalgo.tx.us
Cc: 'Darlene Betancourt'
Subject:
Importance: High

Ms. Marty-

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-072-03-23

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**Paved and Un-Paved Construction Road Projects" (on an as needed basis)** for **Hidalgo County Precinct Number 4** hereinafter referred to as the "**Project**).

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year**; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer**

to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the**Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amountis settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the**Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved**Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this

Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 **Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the

Engineer during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the**Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or inequity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached

hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary

to request the **Engineer** to make changes to work previously approved by the**Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequentlymade by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the**Engineer.**

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Egineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The**Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Sub-Contracting and Assignment. The **Engineer** shall not assign, subcontract or

transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to

the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement,

or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and incompliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this

Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as

set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such**PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the**Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in

document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in**EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damags resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the**Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees**

has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars **$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the**Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such

invalid, illegal or unenforceableprovision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**J. E. Saenz & Associates, Inc.**
100 E. Cano, 2nd, Floor	**211 East Wisconsin Road**
Edinburg, Texas 78539	**Edinburg, Texas 78539**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the**Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the**Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the**Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory isan officer of the organization forwhich he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representationsand warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, **2010.**

ENGINEER:
J. E. SAENZ & ASSOCIATES, INC.

BY:_____
Jose E. "Eddie" Saenz, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2010.

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

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance *(Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Engineering Services"
RFQ NO: 2009-028-01-14-MSS

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 10 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 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

Martha L. Salazar, CPPB, Purchasing Agent — **12/29/08 Date**

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)

RFQ NO: 2009-028-01-14-MSS

Dear Respondents:

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

RFQ NO: 2009-028-01-14-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: 2009-028-01-14-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and 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-RFQ NO: 2009-028-01-14-MSS-ENGINEEING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 14, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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.

5. 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 RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. 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.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. 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 - **"Engineering Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~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 and 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 participants 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 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

17. 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.

18. 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. Proposals, 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 or services provided by successful proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-028-01-14-MSS

January 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening 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:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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 RFQ's:
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 vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for 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 request for qualifications 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.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ 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 reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ 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, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2009.

_____ _____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ 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

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here *Signature of* **U.S. person ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are *waiting for a number to be issued*),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to *continue for certain types of income even after the recipient* has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. *Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on* the "Business name" line.

Limited liability company (LLC). *If you are a single-member LLC (including a foreign LLC with a domestic owner) that is* disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on *required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other* legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not *exempt from backup withholding. Corporations are exempt* from backup withholding for certain payments, such as interest and dividends.

Note. *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous* backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [1]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an *SSN*, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's *EIN*.

Note. See the chart on page 4 for further clarification of *name and TIN combinations*.

How to get a TIN. If you do not have a TIN, apply for one *immediately*. To apply for an SSN, get Form SS-5, *Application for a Social Security Card*, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a *TIN*, write *"Applied For"* in the space for the *TIN*, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your *TIN* to the requester.

Note. *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	*Give name and SSN of:*
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	***Give name and EIN of:***
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-028-01-14-MSS
"ENGINEERING SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"ENGINEERING SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"ENGINEERING SERVICES"-HIDALGO COUNTY.**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/mss
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009

HIDALGO COUNTY
"ENGINEERING SERVICES"

RFQ NO. 2009-028-01-14-MSS

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-028-01-14-MSS

1. Statement of Qualifications Opening date has been **extended** to new date of Wednesday, **January 28, 2009**, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by e-mail at: moises.salazar@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-028-01-14-MSS-HIDALGO COUNTY "ENGINEERING SERVICES."

_____ _____

Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATIONS.**

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for **"Paved and Un-Paved Road Construction/Drainage Projects"**. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc. Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard

Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

2. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

3. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

1. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

2. The Engineer will coordinate and conduct a pre-construction conference.

3. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

4. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

5. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

1. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

2. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    c. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    d. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

3. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

4. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineers Agreement Rates

J.E. Saenz & Associates, Inc.
Hourly Rates (2009)

Principal	$175.00
Registered Professional Land Surveyor	$150.00
Professional Engineer III	$145.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Certified Planner AICP	$100.00
Assistant Planner	$ 75.00
Engineer Assistant III	$ 95.00
Engineer Assistant II	$ 85.00
Engineer Assistant I	$ 75.00
GIS Analyst III	$ 75.00
GIS Analyst II	$ 65.00
GIS Analyst I	$ 55.00
Construction Superintendent	$ 85.00
Right-of-Way Agent	$ 80.00
Technician III	$ 65.00
Technician II	$ 60.00
Technician I	$ 55.00
Survey Coordinator	$ 70.00
Resident Project Representative	$ 70.00
Secretary/Clerical/Support Staff	$ 45.00
Runner Services (including mileage within metro area)	$ 25.00
GPS Crew	$125.00
4-Man Survey Crew	$ 95.00
3-Man Survey Crew	$ 85.00
2-Man Survey Crew	$ 75.00

EXPENSES

Direct Expenses	Actual Cost x 1.10
Large Format Copies/Printer	
Scan to File	$0.25/Sq. Ft.
Bond Paper	$0.50/Sq. Ft.
Mylar 24"x 36"	$2.25/Sq. Ft.
Plotter 750	
Mylar 24"x 36"	$2.50/Sq. Ft.
Roll Stock	$0.25/Sq. Ft.
Fax	$1.00/Page
Photocopies	$0.10/Page
Mileage	$0.40/Mile

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. I shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, 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 ENGINEER:
(Firms Name)

_____
By: (Name of Engineer)

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 Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2009** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

Client#: 12078 JESAENZ1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds	38253
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	65SBAPZ5144	02/23/10	02/23/11	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
B		AUTOMOBILE LIABILITY	65UECTW9306	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WECPH6742	02/23/10	02/23/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Administration Building
2808 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

Client#: 12078 JESAENZ1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	084196665	06/15/09	06/15/10	$1,000,000 Each Claim $2,000,000 Policy Agg Ded: $50,000 Each Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Administration Building
2808 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-101-03-16

THIS CONTRACT is made and entered into this **16TH** day of **March, 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 **Hidalgo County Precinct No. 4** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Ser vices; 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 required (the "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 include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for 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 **March 16, 2010** and ending on **March 17, 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 for a particular project.

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 its employees and shall require of all its sub-consultants to provide insurance in force on all their vehicles and all their employees connected with providing services under this Contract with the County as additional insured with the coverage and in the amounts described in 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 negligent 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:	Dannenbaum Engineering Company – McAllen, LLC Attn: Louis H. Jones, Jr., P.E., President 1109 Nolana Loop, Suite 208 McAllen, Texas 78504

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 subject to 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
Dannenbaum Engineering Company

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: March 16, 2010

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

By: _____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(including all funding sources, programs, and entities)
"ARCHITECTURAL SERVICES"
RFQ No: 2009-027-01-14-LRM

1. Request For Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, consisting of 8 pages.
4. Exhibit B, Evaluation Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
11. Documentation Required on Building & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.
12. Professional Services Procurement Form, Attachment B, consisting of 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

Martha L. Salazar, CPPB, Purchasing Agent

December 23, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 23, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Architectural Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ No: 2009-027-01-14-LRM

Dear Respondents:

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lrm

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

1. **Sealed Statements of Qualifications** will be received for **"Architectural Services-Hidalgo County"(including all funding sources, Programs, and Entities),** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements 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 requirements. 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 RFQs are required, with vendor's name and 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, **RFQ No. 2009-027-01-14-LRM "Architectural Services-Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 16, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to laura.moya@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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.

5. 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 RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

RFQ No: 2009-027-01-14-LRM	Buyer: Laura Renteria-Moya	Tel. No: (956) 292-7000 ext. 4860

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)

January 16, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. 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.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
    - 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, CPPB, Purchasing Agent, before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, CPPB, Purchasing Agent
      (956) 318-2626

14. 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 - **"Architectural Services-Hidalgo County"**
      e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 16 , 2008**	
Award of Contract		, 200_
Commence Work or Deliver Products		, 200_

16. ~~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 and 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 participating firms 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 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

17. 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 therefor 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.

18. 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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. Proposals, 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 or services provided by successful proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)
RFQ No: 2009-027-01-14-LRM

January 16, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

RFQ No. 2009-027-01-14-LRM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Architectural Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14 , 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-027-01-14-LRM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening 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:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to laura.moya@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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 RFQ's: 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 vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for 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 request for qualifications 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.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ 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 reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ 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.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of

Architectural Examiners.

3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

(Including all funding sources, Programs, and Entities)

RFQ No. 2009-024-01-14-LRM

EVALUATION CRITERIA

RFQ No. 2009-024-01-14-LRM

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. **Experience/Availability of Project Manager (20)**

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. **Understanding of Project (25)**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **Familiarity with Applicable Rules and Regulations (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2009-024-01-14-LRM

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR 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 project, 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 <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					RODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "ARCHITECTURAL SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 200__.

_____

Notary Public

My commission expires:_____, 200__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- 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

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: •• Yes •• No

If yes, by whom?: •• Texas Building & Procurement Commission •• Other_____

Indicate Certification No(s).:_____ • Are Certificate(s) Attached?: •• Yes •• No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Architect's Registration No.:	

Area of Specialization:			
	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-027-01-14-LRM
"ARCHITECTURAL SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"ARCHITECTURAL SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO laura.moya@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"ARCHITECTURAL SERVICES"-HIDALGO COUNTY.**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/lrm
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009
HIDALGO COUNTY
"ARCHITECTURAL SERVICES"

RFQ NO. 2009-027-01-14-LRM

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-027-01-14-LRM

1. Statements of Qualifications Opening date has been extended to new date of Wednesday, January 28, 2009, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by email at: laura.moya@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-027-01-14-LRM- Hidalgo County "ARCHITECTURAL SERVICES."

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATION.**

5. AI-20313

approved

Acceptance and approval of invoice # B002018650 received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" through PO #625760 in those amounts eligible and confirmed for payment of $2,884.00.

6. AI-20295 Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the current letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.

approved

B. **Pct. 2**

1. AI-20182 Acceptance and approval of the number and Work Authorizations with Millennium Engineers Group, Inc.-Contract#C-09-485-01-12 for the provision of either geotechnical or engineering services for the following projects:

approved

all approved a thru e

a. No. 2-estimated fee-$3,760.00-Geotechnical Engineering Services-LJ Drainage Lateral;
b. No. 3-estimated fee-$5,725.00-Geotechnical Engineering Services-Cesar Chavez Drainage Improvemnts;
c. No. 4-estimated fee-$1,882.00-Geotechnical Engineering Services for the Morningside Offsite Drainage;
d. No. 5-estimated fee-$6,606.00-Engineering Services-Cesar Chavez Improvements (Owassa to Sioux);
e. No. 6-estimated fee-$6,606.00-Engineering Services for the Tower Road Improvments (Owassa to Sioux).

2. AI-20320 Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 7 for current contract with Millennium Engineers Group, Inc for the "New Hidalgo County Precinct No. 2 Administrative Buildings," to reflect a $880.00 increase to the total project estimated cost, bringing the total estimated project cost to $40,736.50 C-08-316-10-28

approved

C. **Pct. 4**

1. AI-20330

Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).

approved

D.

Health & Human Services Dept.

AI-20330 **21.C.1.**

Pct 4 Structures/Bldgs.- Prof Services Contract for Arch. Serv. w/ Dannenbaum Engineering Company

CC REGULAR

Date: 03/16/2010
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 architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).

BACKGROUND

Contract Document approved by legal counsel

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: Contract Document- DANNENBAUM (approved by legal counsel)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 12:36 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 09:01 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Letty Saenz Started On: 03/10/2010 05:00 PM
Final Approval Date: 03/12/2010

AI-20410 **25.F.1.**

Award - Purchase of Mosquito Control Chemicals
CC REGULAR

Date:	03/23/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Presentation of bids received for the purposes of award and approval of contract document to vendor submitting the lowest bid meeting all specifications and/or requirements as attached hereto for: Hidalgo County Health & Human Services - Purchase of "Mosquito Control Chemicals" Bid No. 2010-045-02-24-SMA

BACKGROUND

1. Contract will on commence on April 11, 2010.
2. Recommended vendor is "Univar USA"
3. Contract Document was reviewed & approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-001-0-609

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

BUDGETARY IMPACT:

Available balance as of 3-19-10 $6,000.00.

Attachments

Link: Contract Document

Link: Dept's recommendation

Link: Tabulation

Link: participation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2010 09:56 AM	APRV
2	Budget & Management	Erika Zamora	03/18/2010 10:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/19/2010 08:52 AM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Sandra Montalvo Started On: 03/17/2010 01:49 PM

Final Approval Date: 03/19/2010

REQUIREMENTS AGREEMENT
C-10-045-03-23

THIS AGREEMENT (the "Agreement") is entered into effective as of March 23, 2010 by and between Univar USA, Inc., ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of Mosquito Control Chemicals"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Mosquito Control Chemicals"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from April 11, 2010 to April 10, 2011 with the option to renew for an additional two (2) one (1) year terms. Prior to expiration of term of contract, County may extend this agreement for an additional sixty (60) days grace period under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Univar USA, Inc.
Mark Theriot, Sales Representative
125 N. G Street
Harlingen, Texas 78550

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time

as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Non-Exclusive Purchases of Product.** Hidalgo County reserves the right to request these purchases from other sources other than the Seller and shall not be in violation of any terms or conditions of this Agreement.

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

APPROVED BY COMMISSIONERS COURT ON, March 23, 2010 .

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

By: _____

HIDALGO COUNTY

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

VENDOR'S NAME

By: _____

Printed Name: _____

Title: _____
Date: _____

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

February 08, 2010

_____

_____

_____

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
Request for Bids -**"PURCHASE OF MOSQUITO CONTROL CHEMICALS"**
Bid No: 2010-045-02-24-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar RN

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"
Bid No: 2010-045-02-24-SMA

1. **Request for Bid, Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications consisting of __3__ pages.**

4. **Exhibit "B" Bid Page consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment __1__ page.**
   (Must be submitted with bid)

9. **Draft Requirement Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

FEB 0 8 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-045-02-24	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

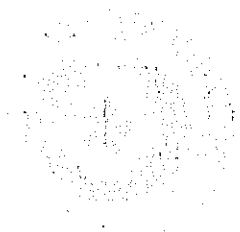
REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"

BID OPENING DATE:
FEBRUARY 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES – PURCHASE OF MOSQUITO CONTROL CHEMICALS"** 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-2010-045-02-24-SMA- HIDALGO COUNTY HEALTH AND HUMAN SERVICES –PURCHASE OF MOSQUITO CONTROL CHEMICALS** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, 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-2010-045-02-24-SMA- PURCHASE OF MOSQUITO CONTROL CHEMICALS."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: **A).** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.)** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

   of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES–PURCHASE OF MOSQUITO CONTROL CHEMICALS"** 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:

Attn: Eduardo Olivarez
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
1304 S. 25th Street
Edinburg, Tx 78539
(956) 383-6221

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:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"PURCHASE OF MOSQUITO CONTROL CHEMICAL"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Purchase of Mosquito Control Chemicals"
Bid No. 2010-045-02-24-SMA

SCOPE:

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the **Purchase f Mosquito Control Chemicals** on an **"As Needed Basis".**

1. Hidalgo County reserves the right to increase or decrease the quantity purchased based on weather conditions.

2. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **DESCRIPTION OF ITEMS: The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

ITEM	DESCRIPTION:
1.	PERMANONE **or equivalent**, ready to use insecticide to contain: ➢ Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% ➢ Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% ➢ -Contains petroleum distillates ➢ Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. ➢ Must be ready to use formulation for ULV application.
2.	**SUMMIT B.T.I. BRIQUETS or equivalent** to contain: ➢ Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% ➢ Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69 % ➢ Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. ➢ Biological control of mosquitos & psychodid flies.

4. **MATERIAL SAFETY DATA SHEET (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **DELIVERY CHARGES: ALL DELIVERY, UNLOADING OF PRODUCT AND FREIGHT CHARGES**, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg, Texas 78539 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.

6. **BID PRICES:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.

7. **BID AWARD:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for "Purchases of Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. **PURCHASE ORDERS:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will no be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Purchase of Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE**.

9. Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.

10. **CONTRACT TERM:** The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

11. **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

12. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. **ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, February *17, 2010, 5:00 P.M.* Responses will be sent to all applicants via facsimile or e-mail **by no later than *5:00 P.M., February 19, 2010.***

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Purchase of Mosquito Control Chemicals"
Bid No. 2010-045-02-24-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent,	1 gal.	$
	55 gal drum	$
Equivalent:_____	Other:_____	$
SUMMIT B.T.I. BRIQUETS or equivalent	20 CT. PACKET	$
	CASE	$
Equivalent: _____	OTHER:_____	$

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Purchase of Mosquito Control Chemicals"
Bid No. 2010-045-02-24-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent, Equivalent: KONTROL 4-4	1 gal.	$ 21.69 2.5gl JUG
	55 gal drum	$ 17.75
	Other:_____	$
SUMMIT B.T.I. BRIQUETS or equivalent Equivalent: _____	20 CT. PACKET	$ 57.99 SOLD BY CASE
	CASE	$ 57.99
	OTHER:_____	$

COMPANY NAME: UNIVAR USA

ADDRESS: 125 NORTH G ST.

CITY/STATE/ZIP CODE: HARLINGEN, TX. 78550

PHONE NUMBER: 956-423-2489

FAX NUMBER: 956-423-6789

CELLULAR NUMBER: 361-945-3161

AUTHORIZED SIGNATURE: Mark Theriot

PRINTED NAME: MARK THERIOT

TITLE: SALES REP.

DATE: 2-15-10

OPENED
10:10 AM
FEB 24 2010
Witnessed

EXHIBIT "C"
INSURANCE
REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/25/2010

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Insurance Company of the State of PA	19429
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Illinois National Insurance Co	23817
INSURER D		
INSURER E:		

INSURED
UNIVAR USA INC
17425 NE Union Hill Road
Redmond WA 98052-3375 USA

Holder Identifier :

SIR applies per terms and conditions of the policy

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] SIR: $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL2802979	03/01/2010	03/01/2011	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO	CA 4806890 Truckers Liability (AOS)	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
B		[ ] ALL OWNED AUTOS	CA 4806891 Truckers Liability (MA)	03/01/2010	03/01/2011	BODILY INJURY (Per person)	
B		[ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	CA 4806892 Truckers Liability (VA)	03/01/2010	03/01/2011	BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1591220 AOS	03/01/2010	03/01/2011	X WC STATU-TORY LIMITS / OTH-ER	
B		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	WC1591222 CA, OH, OR & WA	03/01/2010	03/01/2011	E.L. EACH ACCIDENT	$1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	WC1591223 WI	03/01/2010	03/01/2011	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

RECEIVED
MAR 01 2010
By

Certificate No : 570037880692

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Supplying Vector Chemicals, Location: Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
Attn: Elena Gomez
2812 S. Bus Hwy. 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 *Aon Risk Services Central Inc*

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Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

ATTN: Josie Escalante, Administrative Asst.

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

DATE: February 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-045-02-24-SMA-Hidalgo County Health and Human Services
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Monday, **March 01, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on March 09, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. v**ia fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Univar USA	lowest price
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-441-00-340-3910-609 SB

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health + Human	3/2/10

Enclosures

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Purchase of Mosquito Control Chemicals"
Bid No. 2010-045-02-24-SMA

TABULATION SHEET

Product Description Or Equivalent (Include Brand Name)	UOM	PARTICIPATING VENDORS							
		ADAPCO, INC (Permanone RTU 4-8)		B & G CHEMICALS (Evoluer 4-4)		UNIVAR USA (Kontrol 4-4)		CLARKE MOSQUITO CONTROL PRODUCT, INC. (Biomist 3 + 15)	
	Required Size	**Size**	**Unit Price**	**Size**	**Unit Price**	**Size**	**Unit Price**	**Size**	**Unit Price**
PERMANONE or Equivalent:	**1 gal.**	2x2.5 gl case	$29.64/gl	1 gal	$23.49	1 gal.	$21.69 (2.5 gal. jug)	1 gal.	$48.62/ gal
	55 gal drum	30 gl drum	$27.16/gl	55 gl drum	$21.20	55 gal drum	$17.75	55 gal drum	$46.39/gal $2,551.45/drum
	OTHER:	No bid	No bid	275 gal.	$20.11	Other:	No bid	Other:	No bid
SUMMIT B.T.I. BRIQUETS or Equivalent:	**20 CT. Packet**	20 Ct Packet	No bid	20 ct packet	No bid	20 CT. Packet	$57.99/case	20 CT. Packet	No bid
	Case	100/Case	$68.37/cs	100/case	$62.10/case	Case	$57.99	Case	$68.00/case
	OTHER:	Orders of 108 cases or more	63.59/cs	Other:	No bid	Other:	No bid	Other:	No bid

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
REQUEST FOR BID

BID OPENING DATE: FEBRUARY 24, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services-"Purchase of Mosquito Control Chemicals"

BID NO: 2010-045-02-24-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) UNIVAR USA **Attn: Mark Theriot**	EM	Sandra Montalvo	02/08/10	402 McBride Lane Corpus Christi, Texas 78408 (O) 361-945-2161 (F) 361-289-1969 Mark.theriot@univarusa.com
2) ADAPCO, INC. **Attn: Kathy Russell**	EM	Sandra Montalvo	02/08/10	550 Aero Lane Sanford, FL 32771 1-800-367-0659 (P) 407-330-4800 (F) 866-330-9888 bids@myadapco.com
3) B & G CHEMICAL & EQUIPMENT **Attn: Mike Nichols**	EM	Sandra Montalvo	02/08/10	1225 N. Post Oak Road Houston, Texas 77055 (P) 713-682-4411 (F) 713-682-4374 mnichols@bgchem.com
4) PUBLIC HEALTH EQUIPMENT & SUPPLY **Attn: Charlie Reeves**	EM	Sandra Montalvo	02/08/10	1830 S. Presa San Antonio, Texas 78210 1-800-284-0106 (P) 210-532-3846 (F) 210-532-9703 Charlie@phesco.com
5) CLARKE **Attn: Terry Jurczeqski**	EMR	Sandra Montalvo	02/22/10	110 E. Irving Park Rd, 4th floor Roselle, IL 60172 (P)800-323-5727 ext 3186 (direct line)630-671-3186 (F) 800-832-9344 tjurczewski@clarke.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST **(EMR)**
E-MAIL (EM)

AI-19827 **25.G.1.**

Lease Of Office Space-City Of La Joya

CC REGULAR

Date:	03/23/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder, meeting all Specifications/Requirements as attached hereto for " WIC Program - Lease Of Office Space-City Of La Joya" Bid No.: 2010-007-01-27-SGS.

BACKGROUND

1. Current Contract expires on April 17, 2010
2. New Contract to to commence on April 18, 2010
3. Recommended vendor is Mr. Felix Alaniz, Jr.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-441

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

BUDGETARY IMPACT:

Available funds as of 03/16/10 is $ 45,071.95.

Attachments

Link: Recommendation, Tabulation & Particpation log

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/17/2010 01:06 PM	APRV
2	Budget & Management	Ivan Cantu	03/17/2010 01:07 PM	APRV
3	Erika Zamora	Erika Zamora	03/19/2010 12:21 PM	APRV
4	Auditor's Office		03/19/2010 03:54 PM	NEW

Form Started By: Sandy Suarez Started On: 02/08/2010 04:23 PM

Final Approval Date: 03/19/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Norma L. Longoria, Director
Hidalgo County WIC Program

ATTN: Mague Gonzalez
Hidalgo County WIC Program

FROM: Sandy Suarez, Buyer 1
Hidalgo County Purchasing Department

DATE: February 04, 2010

RE: Request Recommendation for RFB 2010-007-01-27-SGS
"RFB: LEASE OF OFFICE SPACE-CITY OF LA JOYA"

Attached you will find one (1) copy of the sole bid received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 318-2629 or (956) 292-7612 by no later than Monday February 08, 2010 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, February 16, 2010.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

BUDGET ACCOUNT # 0.1292.441.00.350.001.0.441

Recommendations/Concerns: _____

Norma Longoria / Norma Longoria WIC 2/4/10
Authorized Signature/ Printed Name Department Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

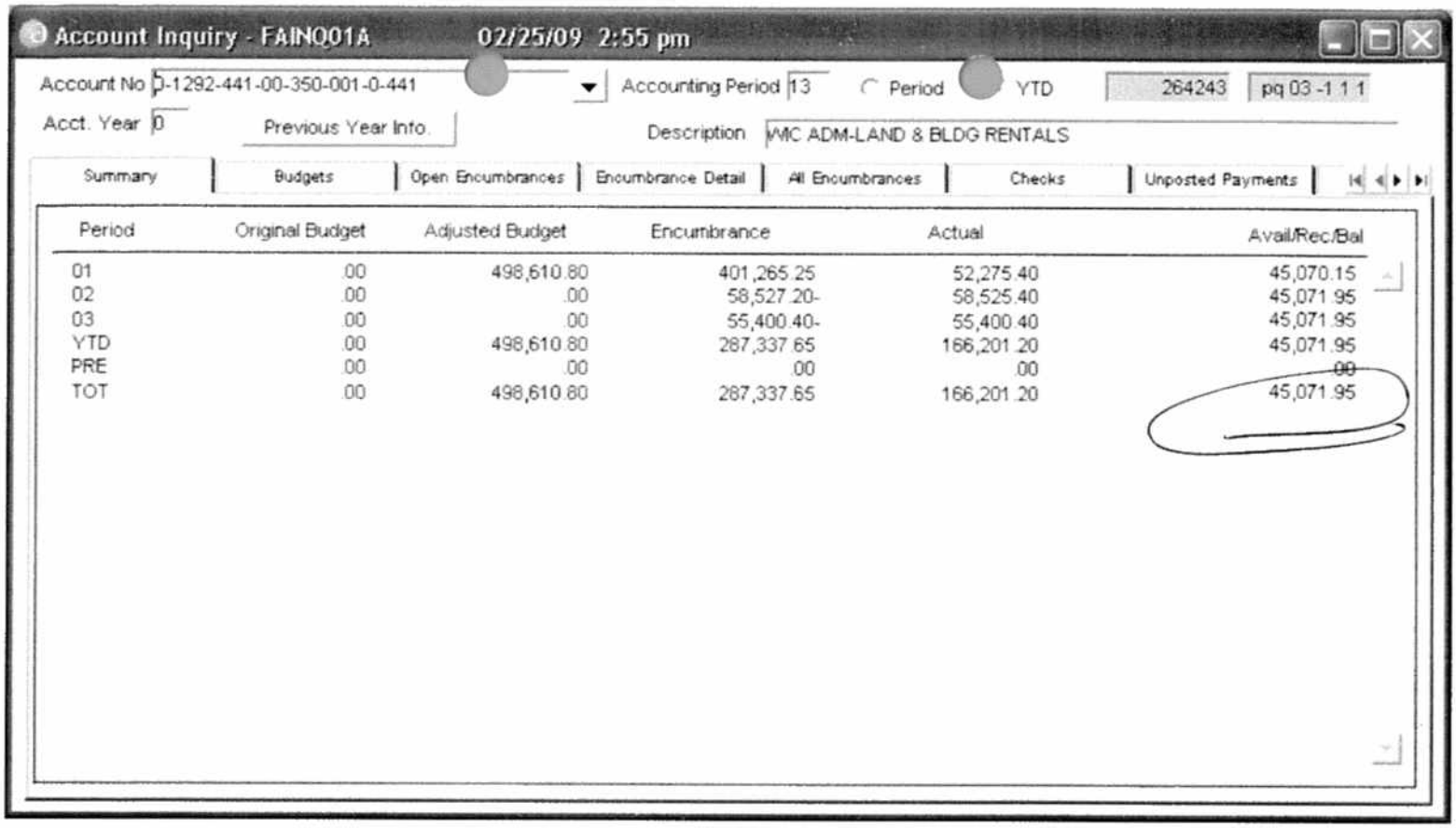
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

BID OPENING DATE: JANUARY 27, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " LEASE OF OFFICE SPACE-CITY OF LA JOYA"

BID NO: 2010-007-01-27-SGS	**BUYER: SANDY SUAREZ**

	NAME OF COMPANY/ LOCATION	SQUARE FOOTAGE OF PROPOSED BUILDING	PRICE PER SQUARE FT.	MONTHLY TOTAL DUE
1.	FELIX ALANIZ, JR. 121 W. EXP. 83 WEST STE#A LA JOYA, TX. 78560	3,000	$ 0.95	$2,850.00
2.			$	$
3.			$	$
4.			$	$



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	498,610.80	401,265.25	52,275.40	45,070.15
02	.00	.00	58,527.20-	58,525.40	45,071.95
03	.00	.00	55,400.40-	55,400.40	45,071.95
YTD	.00	498,610.80	287,337.65	166,201.20	45,071.95
PRE	.00	.00	.00	.00	.00
TOT	.00	498,610.80	287,337.65	166,201.20	45,071.95

As of 03/16/10

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: January 27, 2009 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION "HIDALGO COUNTY DEPARTMENT WIC PROGRAM –LEASING OF OFFICE SPACE-CITY OF LA JOYA"**BID NO:** 2010-007-01-27-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Felix Alaniz, Jr.	BLM-Fed-Ex P/U# 191	Sandy Suarez	01/12/10	P.O. Box 176/121 W Exp 83. West Suite A. La Joya, Texas 78560 956-585-6571
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS

COUNTY OF HIDALGO

LEASE
C-10-007-03-23

THIS LEASE is made and entered into by and between, Felix Alaniz Jr. of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **April 18, ,2010** and ending on **April 17, 2013 ,** with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **($2,850.00) Two Thousand Eight Hundred Fifty Dollars and Zero Cents** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at PO Box 176, La Joya, Texas 78560, or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall

be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions,

or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice,

together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after

receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not

to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent

domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass

and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Felix Alaniz Jr.
PO Box 176
La Joya, Texas 78560

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice

of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the

parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or

the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of_____, 2008.

LESSOR:

By:_____

Printed Name:

Title:

ATTEST:

LESSEE:

HIDALGO COUNTY, TEXAS

_____
Arturo Guajardo, Jr., County Clerk

By:_____
Rene Ramirez, County Judge

Approved on Commissioners' Court_____

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

By:_____

PROPERTY DESCRIPTION

All of lot thirteen (13) Block Four (4), LAKEVIEW SUBDIVISION, Hidalgo County, Texas, according to the map thereof recorded in Volume 10, Page 55,

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NP FELIX-1

DATE (MM/DD/YYYY) 03/12/10

PRODUCER

Mission/Duncan Ins Agency
P O Box 753
Mission TX 78573-0753
Phone: 956-581-2183 Fax: 956-581-4226

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIO 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

Felix Alaniz Jr
P O Box 176
La Joya TX 78560

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Union Standard Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPA9044835-28	10/09/09	10/09/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Property Section	CPA9044835-28	10/09/09	10/09/10	Building	200,178.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

200 W 2nd Street, La Joya Texas

Deductible $1,000.

CERTIFICATE HOLDER

HIDALGO

County of Hidalgo
Purchasing Dept
2812 S Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Joe Haviland

ACORD 25 (2001/08)

© ACORD CORPORATION 19

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.