AI-20670 **6.D.**

Claim of AT&T

CC REGULAR

Date:	04/13/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 01:28 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/07/2010 09:39 AM

Final Approval Date: 04/09/2010

AI-20688 **6.E.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	04/13/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Olga Almanzar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 02:43 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/07/2010 02:32 PM

Final Approval Date: 04/09/2010

AI-20671 **7.D.**

Claim of AT&T

CC REGULAR

Date:	04/13/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 01:28 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/07/2010 09:41 AM

Final Approval Date: 04/09/2010

AI-20689 **7.E.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	04/13/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Olga Almanzar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 02:44 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/07/2010 02:35 PM

Final Approval Date: 04/09/2010

AI-20666 **10.B.**

Approval of Proclamation Recognizing April 2010 as National County Government Month - "Healthy Counties"

CC REGULAR

Date:	04/13/2010
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Proclamation Recognizing April 2010 as National County Government Month - "Healthy Counties"

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation April 2010 County Government Month

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 01:27 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Karina Cardoza — Started On: 04/06/2010 03:43 PM

Final Approval Date: 04/09/2010

"Healthy Counties" Proclamation

WHEREAS, the nation's 3,068 counties provide a variety of essential public services to communities servicing 300 million Americans; and

WHEREAS, Hidalgo County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, county governments are integral to America's healthcare system and are unique in their responsibility to both finance and deliver health services through public clinics, local health departments, long-term care facilities, mental health services and substance abuse treatment, and coverage programs for the uninsured; and

WHEREAS, as employers, counties provide health insurance benefits to nearly three million county employees and their retirees nationwide; and

WHEREAS, since 1991 the National Association of Counties is the only national organization that represents county governments in the United States; and

WHEREAS, since 1991 the National Association of Counties has encouraged counties across the country to actively promote county government programs and services to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS, the National Association of Counties and Hidalgo County are working together to **Restore the Partnership** among all levels of government to better serve American communities;

NOW, THEREFORE BE IT RESOLVED, that the Commissioners' Court of Hidalgo County do hereby proclaim April 2010 as National County Government Month and encourage all Hidalgo County officials, employees, schools, and residents to participate in county government celebration activities.

Approved this _____day of April, 2010.

RENE A. RAMIREZ
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-20659 **11.A.**

Request for new Administrative Assistant position I
CC REGULAR

Date:	04/13/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Precinct #4:
1. Approval to create one (1) regular full-time Administrative Assistant I position, slot no. 018, grade level 4.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funding for proposed position available from previously deleted position. (Ref: AI-19681/ CC mtg 02/02/10.)

Attachments

Link: job description
Link: memo
Link: revised salary schedule
Link: Fiscal Note
Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	04/08/2010 04:08 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 04:11 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/09/2010 09:46 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Rosie Cantu Started On: 04/01/2010 11:34 AM

Final Approval Date: 04/09/2010

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

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
- 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

CONSTABLE PRECINCT 4

J. E. "EDDIE" GUERRA

March 23, 2010

To: J.E. "Eddie" Guerra
Constable Precinct 4

From: Joel Rivera
Chief Deputy

Ref: Administrative assistant position

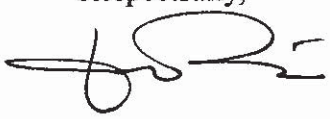
As you know, Hidalgo County Commissioner's Court took action February 2, 2010 to consolidate the "parking lot security" budget into the "Constable Precinct 4" budget. As a result, an additional burden of managing the budget, such as contacting vendors, entering requisitions (according to purchasing regulations), processing payments, and maintaining records for audit has been absorbed by our department. In the past, the department of budget and management assisted us with the work, but it proved to be an ineffective method of managing the budget. The duties of managing the budget have become so cumbersome that some administrative duties have been assigned to other deputy constables within our department in order for standard business operations to remain uninterrupted. Currently our department secretary has duties that exceed his job description, they include but are not limited to accepting, processing, issuing for service, and returning civil citation, warrant, precepts, writs, and other court documents. Additionally, he receipts for service fees, manages our fleet fuel account, answers telephones for our department, and dispatches for Constable precinct 4, Constable precinct 3, Constable precinct 1, HIDTA task force, and Hidalgo County District Attorney's Office. Please keep in mind that our office far exceeds all other constables office in the amount of money generated and in the amount of process executed which in and of itself produces more administrivia.

Currently, I, as the chief deputy of your department, I am operating in a "triage business mode" in which only essential concerns are addressed because of time constraints. Presently, I am working in excess of 60 hours per week, an amount I do not see sustainable over time, and have yet to address things such as essential personnel maintenance duties (i.e. evaluations, counseling sessions and guard mount), grants, evidence control management, custodian of records quality management, special assignments, among several other things. As a result of the administrative duties often time payments are processed late, information is not disseminated in a timely manner, and the auditor has noted in numerous memorandums mistakes are being made on paperwork submitted to his office. Currently, my is salary $45,980.00, and I estimate 85% of my time to be spent on duties classified as secretarial. Additionally, Deputy Anzaldua has had to absorb some of my workload and is operating outside of his job description because there simply is not enough time in the day to accomplish the duties an administrative assistant should address.

I realize that during these difficult financial times it is hard to address staffing shortages, but in the interest of being financially responsible with taxpayers money, it would make the most sense and

benefit the department to hire an administrative assistant making about $33,000.00 annually rather than have a chief deputy making $45,980.00 and a senior deputy making $43,263.00. Additionally, the county would in essence be gaining a senior deputy and a chief deputy because for the most part they would be absolved of the additionally duties and free to do intended jobs. It is challenging, to say the least, to sustain current operations with the staffing shortage. Your consideration on this matter would be greatly appreciated.

Respectfully,



Joel Rivera
Chief Deputy
Constable Pct. 4

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-294-001-0

AI - 2065

CONSTABLE PCT. 4

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	111	CONSTABLE				68,190.00	68,190.00	0.00	0.00	3,300.00	8,000.00	0.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I				45,980.00	45,980.00	0.00	0.00	3,300.00	0.00	0.00
0003	113	SR. DEPUTY CONSTABLE STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00
0004	113	SR. DEPUTY CONSTABLE STEP II				43,263.00	43,263.00	0.00	0.00	0.00	0.00	0.00
0005	113	SR. DEPUTY CONSTABLE STEP II				43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00
0006	113	SR. DEPUTY CONSTABLE STEP I				41,800.00	41,800.00	0.00	0.00	1,800.00	0.00	0.00
0007	113	DEPUTY CONSTABLE STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00
0008	113	SECRETARY				26,090.00	26,090.00	0.00	0.00	0.00	0.00	0.00
0009	113	DEPUTY CONSTABLE STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00
0010	113	SR. DEPUTY CONSTABLE STEP III				44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00
0011	113	DEPUTY CONSTABLE				36,480.00	36,480.00	0.00	0.00	1,800.00	0.00	0.00
0012	113	SR. DEPUTY CONST STEP III - PEACE OFF BP				44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00
0013	113	SR. DEPUTY CONSTABLE STEP I				41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00
0014	113	SR. DEPUTY CONST STEP I-PEACE OFF BP				41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00
0016	113	SR. DEP CONST STEP I - BIKE PATROL				41,800.00	41,800.00	0.00	0.00	0.00	0.00	0.00
0017	113	DEPUTY CONSTABLE				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00
NEW PROPOSED POSITION												
0018	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	0.00	0.00	0.00	0.00	0.00	0.00
					TOTAL	697,979.00	675,763.00	1,920.00	0.00	12,600.00	8,000.00	0.00

***Approval to create one (1) regular full-time Administrative Assistant I position, slot no. 018, grade level 4, Pending CC approval.**

59

2010 ACTUAL TOTAL COMPENSATION
79,490.00
49,280.00
43,683.00
43,263.00
44,823.00
43,600.00
38,000.00
26,090.00
38,000.00
45,437.00
38,280.00
46,457.00
41,800.00
41,800.00
41,800.00
36,480.00
0.00
698,283.00

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 20659

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, April 13, 2010

Summary of request/proposal:
Requesting approval to create one (1) regular full-time Administrative Assistant I position, slot no. 018, grade level 4,

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ADMINISTRATIVE ASSIST. I	0018	113	4	0	0.00	22,216.00	22,216.00
					TOTAL:	0.00	22,216.00	22,216.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-421-00-294-001-0- 113	CONSTABLE PCT.4 -	REG F/T EMPLOYEES	$16,087.45
0-1100-421-00-294-001-0- 211	CONSTABLE PCT.4 -	HEALTH INSURANCE	$1,960.21
0-1100-421-00-294-001-0- 212	CONSTABLE PCT.4 -	LIFE INSURANCE	$19.55
0-1100-421-00-294-001-0- 220	CONSTABLE PCT.4 -	FICA	$1,230.69
0-1100-421-00-294-001-0- 230	CONSTABLE PCT.4 -	RETIREMENT	$1,531.53
0-1100-421-00-294-001-0- 250	CONSTABLE PCT.4 -	UNEMPLOYMENT COMP	$80.44
0-1100-421-00-294-001-0- 260	CONSTABLE PCT.4 -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$20,909.87

2011 Budgetary Impact: $26,242.12

Possible Funding Sources: **FUNDING AVAILABLE FROM DELETED POSITION. REF: AI 19681 / CC 02/02/10**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CONSTABLE PRECINCT 4 (294) **DATE:** 03-30-2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 18

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 22,216.00 (Proposed Budgeted Salary) $ 22,216.00 (Net Change)

Grade 4 Step 0

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐ PC		

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

THE POSITION IS BEING CREATED TO ALLEVIATE THE ADDITIONAL BURDEN THAT HAS BEEN ASSUMED BY THE DEPARTMENT AFTER THE CONSOLIDATION OF THE PARKING LOT SECURITY BUDGET INTO THE CONSTABLE PRECINCT 4 BUDGET. ADDITIONALLY THE DEPARTMENT HAS 30 TOTAL EMPLOYEES (1/2 BEING FULL-TIME) CREATING AN ADDITIONAL BURDEN AS WELL AS THE LARGEST WORK LOAD OF ALL CONSTABLES OFFICES WITHIN HIDALGO COUNTY.

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

SEE ATTACHED

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

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

Funding available from deleted position (Chief Deputy)
Ref: A.I. 19681 / CC 02/02/10

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	03-30-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. HUMAN RESOURCES DIRECTOR	04-09-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4/08/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-20713 **12.A.**

Payment of Penalty & Interest on Quarterly Taxes for the 4th Quarter Ended Dec. 31, 2009

CC REGULAR

Date:	04/13/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Treasurer's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval to make payment to the U.S. Department of the Treasury for penalties and interest assessed on federal quarterly taxes for the 4th quarter ended December 31, 2009 in the amount of $1,278.05 with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.
2. Approval of 2010 interdepartmental transfer from Countywide Administration to County Treasurer (1100) to fund payment as stated above.

BACKGROUND

This payment is in relation to unpaid federal taxes for the 4th quarter ended Dec. 31, 2009 for employees that use a County issued cell phone. As per the Treasurer's office, the benefit of employees having a County issued cell phone is a taxable benefit.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-XX-1XX-001-0-XXX

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

BUDGETARY IMPACT:

0-1100-415-00-115-002-0-899 --> 0-1100-415-16-001-0-851 $1278.05; funds available as of 4-8-10.

Attachments

Link: Co. Treasurer backup

Link: Co. Treasurer transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/09/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 11:47 AM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 02:09 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Ivan Cantu Started On: 04/08/2010 12:49 PM

Final Approval Date: 04/09/2010

HO 01 200912 670 7443 81141-067-09570-0 A0042662 13-
201012 210234 78539 IRS USE ONLY 746000717 IF 2

Department of the Treasury
Internal Revenue Service
OGDEN UT 84201-0039

For assistance, call:
1-800-829-0115

RECEIVED BY
HIDALGO COUNTY TREASURER

2010 APR 6 PM 2 06

Notice Number: CP134B
Date: April 5, 2010

133122.710704.0431.010 1 AT 0.357 870

Taxpayer Identification Number:
74-6000717
Tax Form: 941
Tax Period: December 31, 2009

HIDALGO COUNTY
2810 SOUTH BUSINESS HWY 281
EDINBURG TX 78539-4243

Cell phone benefit (taxable benefit)
Cell phone plan unacctable. (2009)

Dina
941

133122

FTD/Estimated Payments Discrepancy Notice - Balance Due

Why We Are Writing You

We found that the amount credited to your account as Total Federal Tax Deposits differs from the amount reported on your tax return for the above tax period. You now have an outstanding balance on your account of $1,278.05.

Payments or Credits Applied

Date	Type	Amount	Date	Type	Amount
10/02/2009	FTD	$908,174.36	10/02/2009	FTD	$20,098.48
10/02/2009	FTD	$8,495.86	10/15/2009	FTD	$44,324.86
10/16/2009	FTD	$19,973.81	10/16/2009	FTD	$8,506.17
10/16/2009	FTD	$906,417.00	10/30/2009	FTD	$21,037.81
10/30/2009	FTD	$8,751.88	10/30/2009	FTD	$35,753.75
10/30/2009	FTD	$937,968.41	11/13/2009	FTD	$916,348.35
11/13/2009	FTD	$20,003.63	11/13/2009	FTD	$36,463.16
11/13/2009	FTD	$8,509.53	11/23/2009	FTD	$3,962.60
11/25/2009	FTD	$19,942.80	11/25/2009	FTD	$8,491.43
11/25/2009	FTD	$910,205.99	11/30/2009	FTD	$44,222.92
12/11/2009	FTD	$8,126.21	12/11/2009	FTD	$19,522.00
12/11/2009	FTD	$922,451.23	12/16/2009	FTD	$36,565.51
12/23/2009	FTD	$920,022.59	12/23/2009	FTD	$7,939.69
12/23/2009	FTD	$19,966.34	12/30/2009	FTD	$42,046.01
02/16/2010	FTD	$11,970.84			

Calculation of Balance Due

Total Tax Due on Return	$6,876,263.22
Total Federal Tax Deposits	$6,876,263.22
Total	$6,876,263.22
Unpaid	~~$0.00~~
Penalty on unpaid amount	✓ $1,256.93
Interest on unpaid amount	✓ $21.12

Penalties: $1,256.93 ✓

03 Penalty for Not Making a Proper Federal Tax Deposit $1,197.08 ✓

We charged a penalty because you did not make a proper tax deposit. Common reasons why we charge this penalty are:

- You did not deposit your tax on time
- You did not deposit enough tax
- You paid your tax directly to IRS
- You deposited your tax to an unauthorized financial institution

133122

- You did not deposit your tax electronically, as required by law

If you disagree with this penalty, see "Removal of Penalties" in this notice. For information about depositing taxes, see Publication 15 (Circular E), Employer's Tax Guide; or Publication 51 (Circular A), Agricultural Employer's Tax Guide.

(Internal Revenue Code section 6656)

The table below shows how we figured your penalty. We multiplied the rate times the amount due.

Due Date	Pymt Date	Days Late	Pymt Type	Rate	Amt Due	Penalty
01/15/2010	02/16/2010	32	EFT	10%	11,970.84	1,197.08
					Total Penalty:	1,197.08

07 Paying Late $59.85

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate (1/2 percent) times the principal (not to exceed 25%).

Date	No. Months	Rate/Month	Principal	Penalty
02/28/2010	01	0.50%	11,970.84	59.85
			Total Penalty:	59.85

Removal of Penalties

The law lets us remove or reduce penalties if you have reasonable cause or receive erroneous written advice from IRS.

19 Interest - Additional Interest Charges

If the amount you owe is $100,000 or more, please make sure that we receive your payment within 10 work days from the date of your notice. If the amount you owe is less than $100,000, please make sure that we receive your payment within 21 calendar days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.

133122

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: Best Time to Call:
( )_____-_____ _____AM_____PM

Amount you owe: $1,278.05

- You will avoid additional penalties and or interest if we receive your full payment by **April 26, 2010**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

24

TE 201012 03070919 81141-067-09570-0

134B Internal Revenue Service
OGDEN UT 84201-0039

HIDALGO COUNTY
2810 SOUTH BUSINESS HWY 281
EDINBURG TX 78539-4243

746000717 H0 HIDA 01 2 200912 670 00000127805

DATE: April 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Treasurer

ACCOUNT NUMBER: 0-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(1,278.05)
TO			
0-1100-415-16-150-001-0- 851	Co. Treasurer-	Taxes	1,278.05
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund payment of penalties and interest assessed for quarterly taxes for the 4th quarter ended December 31, 2009. This payment is in relation to unpaid quarterly federal taxes for employees that use a County cell phone. As per the Treasurer's office, the benefit of an employee having a County cell phone is a taxable benefit.

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-20676 **13.A.**

Acceptance of grand award - Local Border Security Program

CC REGULAR

Date:	04/13/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and Approval to accept the Local Border Security Program grant award from Criminal Justice Division (CJD), Office of the Governor in the amount of $900,000.00.

BACKGROUND

Approval to apply for the grant was authorized by Hidalgo County Commissioners' Court on 02/02/10 (Agenda Item AI-19694).

The grant application included the Hidalgo County Sheriff's Office and the offices of Hidalgo County Constable Precinct 2 and 3.

Budget(s) will be submitted to Commissioners' Court at a later date.

Grant Number: 2332101

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to accept the grant award.
No local cash match is required.

Attachments

Link: LBSP
Link: pg 1
Link: 2
Link: 3
Link: 4
Link: 5
Link: 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2010 08:41 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 09:14 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/08/2010 04:18 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Emilia Uriegas

Started On: 04/07/2010 11:13 AM

Final Approval Date: 04/09/2010

rey salazar

From: Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]
Sent: Friday, March 26, 2010 2:56 PM
To: 'rey salazar'
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2332101

Here is the official email we received. This one went fast! I need to get together with Emilia, so we can place the award/budget on commissioner court for acceptance.

Thanks, have a GREAT WEEKEND!

900K award

-----Original Message-----
From: Guadalupe "Lupe" Trevino [mailto:sherifftrevino@hidalgoso.org]
Sent: Friday, March 26, 2010 11:34 AM
To: R.Espinoza@hidalgoso.org
Subject: FW: eGrants: Notification of OOG Grant Award for Grant Number: 2332101

What is this?

LT

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Thursday, March 25, 2010 4:16 PM
To: rene.ramirez@hidalgocountyjudge.com; sherifftrevino@hidalgoso.org; ray.eufracio@auditor.co.hidalgo.tx.us
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 2332101

It is a pleasure to inform you that your application for funding has been awarded!

The Office of the Governor (OOG) is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' page. In the 'Project Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline'the award for your grant.

rey salazar

From: valde.guerra@co.hidalgo.tx.us
Sent: Friday, March 26, 2010 1:34 PM
To: rey.salazar@co.hidalgo.tx.us
Subject: Fw: CJD Released the following Grant Award(s) for your Region on 3/25/2010
Importance: High

Please advise.

Sent on the Sprint® Now Network from my BlackBerry®

From: cmwood@lrgvdc.org
Date: Fri, 26 Mar 2010 18:03:17 +0000
To: <valde.guerra@co.hidalgo.tx.us>
Subject: Fw: CJD Released the following Grant Award(s) for your Region on 3/25/2010

Valde you all need to accept your award see below. Thanks.

Sent via BlackBerry by AT&T

From: "Christina Grady" <cgrady@governor.state.tx.us>
Date: Fri, 26 Mar 2010 11:59:18 -0500
To: <cmwood@lrgvdc.org>
Cc: Jeffrey Badre<jeffrey.badre@governor.state.tx.us>
Subject: CJD Released the following Grant Award(s) for your Region on 3/25/2010

CJD Released the following Grant Award(s) for your Region on 3/25/2010

Please provide technical assistance for the CJD application acceptance process. Thank you.

2100	SU	2318601	Harlingen, City of	Harlingen Violent Crime, Drug, and Gang Eradication Project	$250,000.00
2100	SU	2321801	Sullivan City, City of	Border SafeGuard Project	$100,000.00
2100	SU	2322401	Willacy County	Law Enforcement Communication Equipment	$297,400.00
2100	SU	2322501	Brownsville, City of	Project 25 Radio System Upgrade	$500,000.00
2100	SU	2324701	Cameron County	Cameron County Border Security Equipment Project	$503,865.56
2100	SU	2325001	Mission, City of	Mission Police Department Border Initiative Grant	$250,000.00
2100	SU	2328501	Pharr, City of	Border Security Enhancement Project	$250,000.00
2100	SU	2328701	Palmview, City of	Border Security and Public Safety Project	$100,000.00
2100	SU	2332101	Hidalgo County	Local Border Security Program	$900,000.00
2100	SU	2332501	Edinburg, City of	City of Edinburg Police Department New Police Units Project	$250,000.00
2100	SU	2333201	Raymondville, City	Police Department	$50,000.00

4/1/2010

Print This Page

Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:
Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the eGrants Home Page, and register for a user account. If you need technical assistance, please contact the eGrants Help Desk by email.

Updating Grant Officials on Active Grants:
To reassign a grant official - **Authorized Official**, **Financial Officer**, **Project Director**, or **Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants ***first.*** Next, go to the Request.Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to OOG for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the eGrants Help Desk by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Hidalgo County
Project Title: Local Border Security Program
Division or Unit to Administer the Project: Hidalgo County Sheriff's Office
Address Line 1: 711 EL Cibolo Road
Address Line 2: PO Box 1228
City/State/Zip: Edinburg Texas 78540-0471
Payment Address Line 1: 2808 S. Business Highway 281

Payment Address Line 2:
Payment City/State/Zip: Edinburg Texas 78539-6243
Start Date: 4/1/2010
End Date: 3/31/2011

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:
Authorized Official
User Name: Rene Ramirez
Email: rene.ramirez@hidalgocountyjudge.com
Address 1: 100 E. Cano, 2nd Floor
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Agency:
Title: The Honorable
Salutation: Judge

Project Director
User Name: Guadalupe Trevino
Email: sherifftrevino@hidalgoso.org
Address 1: 711 El Cibolo Road
Address 1:
City: Edinburg, Texas 78540
Phone: 956-383-8114 Other Phone: 956-393-6003
Fax: 956-393-6179
Agency:
Title: Mr.
Salutation: Sheriff

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 100 E. Cano
Address 1: 3rd Floor
City: Edinburg, Texas 78540
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Agency:
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: rodolfo espinoza
Email: rodolfo.espinoza@hidalgoso.org
Address 1: 711 El Cibolor Road
Address 1:
City: Edinburg, Texas 78540
Phone: 956-383-8114 Other Phone: 956-393-6030
Fax: 956-393-6179
Agency:
Title: Mr.
Salutation: Captain

You are logged in as **User Name**: reufracio

Print This Page

Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible. Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements**, **Problem Statement**, **Supporting Data**, **Goal Statement**, and **Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. **If this happens, your data will not be saved in the system.** You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice a certain icon that is displayed.

- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Primary Mission and Purpose

The purpose of the American Recovery and Reinvestment Act of 2009: Edward Byrne Justice Assistance Formula Grant (JAG) Program is to prevent and control crime, and make improvements to the criminal justice system.

Funding Levels

The anticipated funding levels for the JAG Recovery Act program are as follows:

- Minimum Award - $10,000
- Maximum Award – Units of local government are limited to no more than the total amount of local funds expended on criminal justice services in the entity's previous fiscal year. Criminal justice services are defined as the total amount the unit of government spent on law enforcement, corrections and judicial services.
- The JAG Recovery Act program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

> ***Note:*** *The requirements for this fund source are subject to change pursuant to actions of the U.S. Congress and federal guidance on implementation of the American Recovery and Reinvestment Act of 2009.*

Preferences – Preference will be given to projects that perform the following activities:

1. Target statistically supported areas of violent crime.
2. Promote the use of inter-local agreements (*Texas Government Code, Chapter 791*) to target statistically supported crime threats to a specified geographical area.
3. Promote intelligence sharing, crime reporting and communication.
4. Promote comprehensive solutions to local criminal justice priorities.
5. Projects that demonstrate sustainability of grant-funded personnel positions.

Sustainability - Does your proposal include grant-funded personnel?
_ Yes
X No

If you selected **Yes** above, describe your plans for sustaining funding for the personnel.
Enter the sustainability description:
overtime only

Criminal Justice Expenditures - Applicant assures that the amount of the application is no more than the amount it expended on local criminal justice services in the previous year.

Purpose Areas

Applicant assures that its proposed project meets at least one of the following Purpose Areas to be eligible for funding:

Law Enforcement - Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Prosecution and Court - Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.

Prevention and Education – Programs that defer at-risk youth and juveniles from participating in gangs and criminal activity.

Corrections and Community Corrections – Programs that reintegrate adults and juveniles into the community.

Crime Victim and Witness – Programs that deliver direct services to victims and witnesses of violent crime.

Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Program Emphasis

The applicant agrees to implement comprehensive strategies that reduce violent crime and its affect on communities through a balanced approach to prevention, enforcement and restoration.

> ***Note:*** *Although each area under the* ***Program Emphasis*** *section may not be applicable to all applicants, a numeric value* ***must*** *be entered in each box and total no more than 100%. Applicants should enter a zero ('0') in the boxes below even if the area is not applicable to this project.*

Indicate the percentage (%) of your project that benefits:

Prevention – includes diversion and crime prevention services.
0

Enforcement – includes law enforcement and other criminal justice services.
100

Restoration – includes victim services and reentry services.
0

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Uniform Crime Reporting

Applicant assures that it is current and has been current in reporting required Part I violent crime data for the three previous years to the Texas Department of Public Safety, and will continue timely reporting of required crime data throughout the grant period.

Criminal History Reporting

Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the *Texas Code of Criminal Procedure, Chapter 60*.

Constitutional Compliance

Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

American Recovery and Reinvestment Act of 2009

Applicant assures that if its agency was eligible to apply, it did apply for a direct award from the Bureau of Justice Assistance for JAG funds under the Recovery Act: Edward Byrne Memorial Justice Assistance Formula Grant Program: Local Solicitation.

Was your agency eligible for a direct award)?
X Yes
_ No

Did your agency apply for these funds?
X Yes
_ No

If you selected **Yes** above, provide the amount you are eligible to receive, or have already received.

Enter the amount ($) of Recovery Act Funds:

519453

If you selected **Yes** above, describe how you plan to use the funds.

Central Contractor Registry (CCR)

Applicant assures that it is currently registered or will register in the federal Central Contractor Registration database. Information about registration procedures can be accessed at http://www.ccr.gov.

Enter the CCR Expiration Date:

5/14/2010

Is your agency registered in the CCR?
X Yes
_ No

If you selected **Yes**, provide the name of your E-Business Point of Contact:

Valde Guerra

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Steve Crain

Enter the Address for the Civil Rights Liaison:
818 Pecan Avenue McAllen, Texas 78501

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:
9566825501

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding user the Justice Assistance Grant Program Solicitation.
X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
The trafficking of illegal drugs, contraband, and human beings; increased criminal activity associated with this trafficking; and criminal gang activity is a continuing problem in our community. The threat created increases the burden on the community's public safety establishment beyond what is called for based on our population size and available financial resources, making us unable to address the criminal activities within our own capacity.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
As a county bordering the Texas/Mexico border, Hidalgo County has experienced a large influx of illegal immigrants. A portion of these illegal immigrants are responsible for committing felony crimes within the jurisdictional boundaries of Hidalgo County. The HCSO Criminal Investigation data base indicates a noticeable increase of illegal immigrants involved in committing felony crimes within Hidalgo County jurisdiction. Statistics indicate that illegal immigrants are committing these specific crimes: FY Murder Robberies Kidnappings Burglaries Sexual Assaults Auto Theft 2007 9 11 3 30 29 1 2008 17 13 2 13 15 5 2009 4 14 3 39 13 5

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
Hidalgo County Sheriff's Office, Hidalgo County Constable Precincts 2 & 3 in support of the Local Border Security Initiative seek to acquire funding which will enable participating law enforcement agencies to increase manpower to conduct high patrol enforcement in high crime areas, the detection and apprehension of drug trafficking and criminal minded organizations operating within the jurisdiction of Hidalgo County. Serving and protecting the citizens of Hidalgo County and assisting to secure the borders of the United States to improve the quality way of life. Local Border Security operations will be conducted in support of the Hidalgo County Commuity plans Section 3 Drug related crime, Section 4 Violent Crime/Family Violence, Section 7 Crime and Drug Prevention, and Section 9 High Intensity Drug Trafficking Area.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The goal is to serve as a primary line of defense in protecting the citizens of Hidalgo County from criminal activity by strengthening law enforcement resources and collaborating with appropriate federal law enforcement agencies. Objective: Identify and stop individuals who have crossed the Texas/Mexico border to engage in illegal trafficking of drugs, humans and contraband. These criminals may include terrorists who have crossed the border to inflict harm on American citizens or to transport weapons of mass destruction.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been

operating.)
Enter your current grant's progress:

Project Summary:
Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Operation Border Star is a border security initiative of the Texas Border Sheriff's Coalition. It's primary goal will be to serve as a second line of defense in supporting U.S. Customs and Border Protection officers as they manage and protect the border between Texas and Mexico. The Hidalgo County Sheriff's Office is responsible for the safety and protection of the citizens of Hidalgo County against any criminal attempt originated from within or aboard. Hidalgo County is experiencing a large influx of illegal immigrants gaining illegal entry into U.S. soil with the sole purpose of engaging in criminal activities violating both state and federal laws. These criminal activities poses specific problems that effect the citizens of Hidalgo County. These specific criminal organizations/individuals are committing crimes such as murders, kidnappings, extortions, sexual assaults, burglaries, robberies and auto thefts. Such criminal activities have escalated and given birth to home invasion crimes. Through investigations the HCSO has identified and confirmed that a large portion of the illegal criminal immigrants are responsible for the violent crimes being committed in Hidalgo County. In just about all home invasions and kidnappings investigations where the identity of the suspects has been revealed, illegal immigrants have been linked. Through DHS Enforcement System report the statistics indicate a rise within the last three years of illegal immigrants being detained for the criminal activities and placed on the Border Patrol Criminal Alien Program (BORCAP). HCSO has address these problems by being proactive, aggressive investigations techniques, creating and maintaining an intelligence files, conducting bi-lateral investigation with the federal agencies when investigating any felony crime involving a illegal immigrant.

You are logged in as **User Name**: reufracio

Print This Page

Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

- = a **pencil** icon - click on this icon to edit your selections.
- = a **pencil** icon with a **red slash** through it – click on this icon to cancel your edits.
- = a **red delete** icon – click on this icon to delete the item.
- = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment Only Purchases	50.00	HCSO will utilize funding to purchase necessary equipment such as vehicles and mobile data communications system which will provide inter-operabilities with other local law enfocement agencies to secure our nations border and assure the safety and protection of the citizen of Hidalgo County and the U.S.
Investigation	50.00	HCSO, Hidalgo Constable Precinct 2 & Hidalgo Constable Precinct 3 patrol personnel will participated in proactive patrol along the US/Mexico assisting US Border Patrol with the securing our nations international boundaries. Funds will be utilized to for overtime funding.

Geographic Area:
This border security initiative will limit its investigative focus within the jurisdiction of Hidalgo County, Texas, but will specifically target the seventy eight (78) miles of river front that borders the Texas/Mexico international boundary. All majors highways, Farm to Market roads, egress routes will be heavy and aggressively patrol.

Target Audience:
Primary Targets: the illegal immigrant currently on Hidalgo County , Texas soil that are engaged in criminal activities. Secondary Targets: criminal minded illegal immigrants attempting to cross and enter into US/Mexico international with the sole purpose of violating state or federal criminal laws on Hidalgo County, Texas soil.

Gender:
Male or females

Ages:
All ages - primarily adults

Special Characteristics:
Individuals engaged in felony criminal activities to include but not limited to burglary, robbery, murder, psuedo cops - home invasions, sexual assaults, auto theft, drug trafficking, kidnapping, extortion and all other violent crimes.

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Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of OOG funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

- = a **plus** icon – click on this icon to expand a list of items.
- = a **minus** icon – click on this icon to collapse a list of items.
- = a **new** icon – click on this icon to add a new item.
- = a **pencil** icon - click on this icon to edit your selections.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace	OT-Hidalgo County Sheriff's Office, Hidalgo Constable Precinct 2 and Hidalgo Constable Precinct 3 utilizing funding for overtime will enhance patrol operation in a High Visibility Law	$492,189.00	$0.00	$0.00	$0.00	$492,189.00	100

	Officers	Enforcement Operation to locate, identify, and apprehend the criminal minded citizen and/or criminal illegal immigrant engaged in criminal activities which is a violation of state and federal laws.						
Equipment	Police / Sheriff Department Vehicle (from a single vendor with law enforcement equipment installed)	Hidalgo County Sheriff's Office, Hidalgo Constable Precinct 2 and Hidalgo Constable Precinct 3 through the grant funding will purchase nine (9) fully equipped patrol units. These vehicles will be equipped with in-car video camera systems, emergency lighting system, P25 compliance in-car communications radio, shotgun rack, prisoner transport cage, radar system, rugged laptop, to include mounting system, 4 x 4 system for off-road and rugged terrain, complete HCSO, Constables decals. These vehicles will enable patrol personnel to proactively patrol the rugged terrain which encompasses the majority of the southern border and roads of egress and major highways/roadways leading to and from the US/Mexico international boundaries.	$407,811.00	$0.00	$0.00	$0.00	$407,811.00	9

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Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

1/1/2010

Enter the End Date [mm/dd/yyyy]:

12/31/2010

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

76829398

Enter the amount ($) of State Grant Funds:

20593545

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

12/31/2008

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Ester Cortez Hidlago County Human Resource Department 100 S. Closner Edinburg, Texas 78539

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Ofice for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

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Agency Name: Hidalgo County
Grant/App: 2332101 **Start Date:** 4/1/2010 **End Date:** 3/31/2011

Project Title: Local Border Security Program
Status: Pending AO Acceptance of Award

Eligibility Information

Introduction

The Office of the Governor (OOG) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click here to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue. In addition, OOG requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click here to view the current TAC, or click here to view the previous versions of the *TAC*.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC*, §3.7.

Selection Process

All applications submitted to OOG are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC*, §3.7.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of OOG. The receipt of an application for grant funding by OOG does not obligate OOG to fund the grant or to fund it at the amount requested. Neither the approval of a project nor any grant award shall commit or obligate OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC*, §3.7 and 3.9.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC*, §3.19.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

OOG will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to OOG or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
17414567614004

Application Eligibility Certify:
Created on:1/21/2010 8:48:29 PM By:rodolfo espinoza

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:
Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the eGrants Home Page, and register for a user account. If you need technical assistance, please contact the eGrants Help Desk by email.

Updating Grant Officials on Active Grants:
To reassign a grant official - **Authorized Official**, **Financial Officer**, **Project Director**, or **Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants ***first.*** Next, go to the Request.Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to OOG for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the eGrants Help Desk by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

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Applicant Agency Name: Hidalgo County
Project Title: Local Border Security Program
Division or Unit to Administer the Project: Hidalgo County Sheriff's Office
Address Line 1: 711 EL Cibolo Road
Address Line 2: PO Box 1228
City/State/Zip: Edinburg Texas 78540-0471
Payment Address Line 1: 2808 S. Business Highway 281
Payment Address Line 2:
Payment City/State/Zip: Edinburg Texas 78539-6243
Start Date: 4/1/2010
End Date: 3/31/2011

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:
Authorized Official
User Name: Rene Ramirez
Email: rene.ramirez@hidalgocountyjudge.com
Address 1: 100 E. Cano, 2nd Floor
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Agency:
Title: The Honorable
Salutation: Judge

Project Director
User Name: Guadalupe Trevino
Email: sherifftrevino@hidalgoso.org
Address 1: 711 El Cibolo Road
Address 1:
City: Edinburg, Texas 78540
Phone: 956-383-8114 Other Phone: 956-393-6003
Fax: 956-393-6179
Agency:
Title: Mr.
Salutation: Sheriff

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 100 E. Cano
Address 1: 3rd Floor
City: Edinburg, Texas 78540
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Agency:
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: rodolfo espinoza
Email: rodolfo.espinoza@hidalgoso.org
Address 1: 711 El Cibolor Road
Address 1:
City: Edinburg, Texas 78540
Phone: 956-383-8114 Other Phone: 956-393-6030
Fax: 956-393-6179
Agency:
Title: Mr.
Salutation: Captain

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable). Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Financial Management Tools

In order to receive payments from OOG, download, complete and email the following forms to the Office of the Governor, Financial Services Division (FSD). Or, you may fax completed forms to (512) 463-4114.

Note: As of March 1, 2010, these forms will no longer be accepted in hard copy format.

Texas Application for Payee Identification Number Form in PDF - 12/08/2009

* ***updated*** Texas Direct Deposit/Advance Payment Form in MS Excel or PDF - 03/04/2010

IRS W-9 Form in PDF - 12/08/2009

Getting Started

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Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17414567614004
Data Universal Numbering System (DUNS): 103110834
Payment Address Line 1: 2808 S. Business Highway 281
Payment Address Line 2:
Payment City/State/Zip: Edinburg Texas 78539-6243

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible. Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements**, **Problem Statement**, **Supporting Data**, **Goal Statement**, and **Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. **If this happens, your data will not be saved in the system.** You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Primary Mission and Purpose

The purpose of the American Recovery and Reinvestment Act of 2009: Edward Byrne Justice Assistance Formula Grant (JAG) Program is to prevent and control crime, and make improvements to the criminal justice system.

Funding Levels

The anticipated funding levels for the JAG Recovery Act program are as follows:

- Minimum Award - $10,000
- Maximum Award – Units of local government are limited to no more than the total amount of local funds expended on criminal justice services in the entity's previous fiscal year. Criminal justice services are defined as the total amount the unit of government spent on law enforcement, corrections and judicial services.
- The JAG Recovery Act program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

> ***Note:*** *The requirements for this fund source are subject to change pursuant to actions of the U.S. Congress and federal guidance on implementation of the American Recovery and Reinvestment Act of 2009.*

Preferences – Preference will be given to projects that perform the following activities:

1. Target statistically supported areas of violent crime.
2. Promote the use of inter-local agreements (*Texas Government Code, Chapter 791*) to target statistically supported crime threats to a specified geographical area.
3. Promote intelligence sharing, crime reporting and communication.
4. Promote comprehensive solutions to local criminal justice priorities.
5. Projects that demonstrate sustainability of grant-funded personnel positions.

Sustainability - Does your proposal include grant-funded personnel?
_ Yes
X No

If you selected **Yes** above, describe your plans for sustaining funding for the personnel.

Enter the sustainability description:

overtime only

Criminal Justice Expenditures - Applicant assures that the amount of the application is no more than the amount it expended on local criminal justice services in the previous year.

Purpose Areas

Applicant assures that its proposed project meets at least one of the following Purpose Areas to be eligible for funding:

Law Enforcement - Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Prosecution and Court - Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.

Prevention and Education – Programs that defer at-risk youth and juveniles from participating in gangs and criminal activity.

Corrections and Community Corrections – Programs that reintegrate adults and juveniles into the community.

Crime Victim and Witness – Programs that deliver direct services to victims and witnesses of violent crime.

Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Program Emphasis

The applicant agrees to implement comprehensive strategies that reduce violent crime and its affect on communities through a balanced approach to prevention, enforcement and restoration.

> ***Note:*** *Although each area under the* ***Program Emphasis*** *section may not be applicable to all applicants, a numeric value* ***must*** *be entered in each box and total no more than 100%. Applicants should enter a zero ('0') in the boxes below even if the area is not applicable to this project.*

Indicate the percentage (%) of your project that benefits:

Prevention – includes diversion and crime prevention services.

0

Enforcement – includes law enforcement and other criminal justice services.

100

Restoration – includes victim services and reentry services.

0

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Uniform Crime Reporting

Applicant assures that it is current and has been current in reporting required Part I violent crime data for the three previous years to the Texas Department of Public Safety, and will continue timely reporting of required crime data throughout the grant period.

Criminal History Reporting

Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the *Texas Code of Criminal Procedure, Chapter 60*.

Constitutional Compliance

Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

American Recovery and Reinvestment Act of 2009

Applicant assures that if its agency was eligible to apply, it did apply for a direct award from the Bureau of Justice Assistance for JAG funds under the Recovery Act: Edward Byrne Memorial Justice Assistance Formula Grant Program: Local Solicitation.

Was your agency eligible for a direct award)?
X Yes
_ No

Did your agency apply for these funds?
X Yes
_ No

If you selected **Yes** above, provide the amount you are eligible to receive, or have already received.

Enter the amount ($) of Recovery Act Funds:

519453

If you selected **Yes** above, describe how you plan to use the funds.

Central Contractor Registry (CCR)

Applicant assures that it is currently registered or will register in the federal Central Contractor Registration database. Information about registration procedures can be accessed at http://www.ccr.gov.

Enter the CCR Expiration Date:

5/14/2010

Is your agency registered in the CCR?
X Yes
_ No

If you selected **Yes**, provide the name of your E-Business Point of Contact:

Valde Guerra

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Steve Crain

Enter the Address for the Civil Rights Liaison:

818 Pecan Avenue McAllen, Texas 78501

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

9566825501

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding user the Justice Assistance Grant Program Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

The trafficking of illegal drugs, contraband, and human beings; increased criminal activity associated with this trafficking; and criminal gang activity is a continuing problem in our community. The threat created increases the burden on the community's public safety establishment beyond what is called for based on our population size and available financial resources, making us unable to address the criminal activities within our own capacity.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

As a county bordering the Texas/Mexico border, Hidalgo County has experienced a large influx of illegal immigrants. A portion of these illegal immigrants are responsible for committing felony crimes within the jurisdictional boundaries of Hidalgo County. The HCSO Criminal Investigation data base indicates a noticeable increase of illegal immigrants involved in committing felony crimes within Hidalgo County jurisdiction. Statistics indicate that illegal immigrants are committing these specific crimes: FY Murder Robberies Kidnappings Burglaries Sexual Assaults Auto Theft 2007 9 11 3 30 29 1 2008 17 13 2 13 15 5 2009 4 14 3 39 13 5

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.

Enter your community planning needs:

Hidalgo County Sheriff's Office, Hidalgo County Constable Precincts 2 & 3 in support of the Local Border Security Initiative seek to acquire funding which will enable participating law enforcement agencies to increase manpower to conduct high patrol enforcement in high crime areas, the detection and apprehension of drug trafficking and criminal minded organizations operating within the jurisdiction of Hidalgo County. Serving and protecting the citizens of Hidalgo County and assisting to secure the borders of the United States to improve the quality way of life. Local Border Security operations will be conducted in support of the Hidalgo County Commuity plans Section 3 Drug related crime, Section 4 Violent Crime/Family Violence, Section 7 Crime and Drug Prevention, and Section 9 High Intensity Drug Trafficking Area.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal is to serve as a primary line of defense in protecting the citizens of Hidalgo County from criminal activity by strengthening law enforcement resources and collaborating with appropriate federal law enforcement agencies. Objective: Identify and stop individuals who have crossed the Texas/Mexico border to engage in illegal trafficking of drugs, humans and contraband. These criminals may include terrorists who have crossed the border to inflict harm on American citizens or to transport weapons of mass destruction.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Operation Border Star is a border security initiative of the Texas Border Sheriff's Coalition. It's primary goal will be to serve as a second line of defense in supporting U.S. Customs and Border Protection officers as they manage and protect the border between Texas and Mexico. The Hidalgo County Sheriff's Office is responsible for the safety and protection of the citizens of Hidalgo County against any criminal attempt originated from within or aboard. Hidalgo County is experiencing a large influx of illegal immigrants gaining illegal entry into U.S. soil with the sole purpose of engaging in criminal activities violating both state and federal laws. These criminal activities poses specific problems that effect the citizens of Hidalgo County. These specific criminal organizations/individuals are committing crimes such as murders, kidnappings, extortions, sexual assaults, burglaries, robberies and auto thefts. Such criminal activities have escalated and given birth to home invasion crimes. Through investigations the HCSO has identified and confirmed that a large portion of the illegal criminal immigrants are responsible for the violent crimes being committed in Hidalgo County. In just about all home invasions and kidnappings investigations where the identity of the suspects has been revealed, illegal immigrants have been linked. Through DHS Enforcement System report the statistics indicate a rise within the last three years of illegal immigrants being detained for the criminal activities and placed on the Border Patrol Criminal Alien Program (BORCAP). HCSO has address these problems by being proactive, aggressive investigations techniques, creating and maintaining an intelligence files, conducting bi-lateral investigation with the federal agencies when investigating any felony crime involving a illegal immigrant.

Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

- = a **pencil** icon - click on this icon to edit your selections.
- = a **pencil** icon with a **red slash** through it – click on this icon to cancel your edits.
- = a **red delete** icon – click on this icon to delete the item.
- = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment Only Purchases	50.00	HCSO will utilize funding to purchase necessary equipment such as vehicles and mobile data communications system which will provide inter-operabilities with other local law enfocement agencies to secure our nations border and assure the safety and protection of the citizen of Hidalgo County and the U.S.
Investigation	50.00	HCSO, Hidalgo Constable Precinct 2 & Hidalgo Constable Precinct 3 patrol personnel will participated in proactive patrol along the US/Mexico assisting US Border Patrol with the securing our nations international boundaries. Funds will be utilized to for overtime funding.

Geographic Area:
This border security initiative will limit its investigative focus within the jurisdiction of Hidalgo County, Texas, but will specifically target the seventy eight (78) miles of river front that borders the Texas/Mexico international boundary. All majors highways, Farm to Market roads, egress routes will be heavy and aggressively patrol.

Target Audience:
Primary Targets: the illegal immigrant currently on Hidalgo County , Texas soil that are engaged in criminal activities. Secondary Targets: criminal minded illegal immigrants attempting to cross and enter into US/Mexico international with the sole purpose of violating state or federal criminal laws on Hidalgo County, Texas soil.

Gender:
Male or females

Ages:
All ages - primarily adults

Special Characteristics:
Individuals engaged in felony criminal activities to include but not limited to burglary, robbery, murder, psuedo cops - home invasions, sexual assaults, auto theft, drug trafficking, kidnapping, extortion and all other violent crimes.

Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of cash seizures attributed to grant-funded activities.	0	3
Number of drug seizures attributed to grant-funded activities.	0	10
Number of gangs targeted.	0	12
Number of individuals arrested for felony offenses.	0	20
Number of back-logged pieces of forensic evidence to be processed.	0	0
Number of communities served by the initiatives.	0	1
Number of felony assault arrests that were attributed to grant-funded activities.	0	10
Number of felony drug arrests that were attributed to grant funds.	0	20
Number of firearms seized that can be attributed to grant-funded activities.	0	5
Number of FTE positions that were prevented from elimination as a result of grant funds.	0	0
Number of FTEs eliminated within the previous 12 months that were rehired with grant funds.	0	0
Number of intelligence referrals.	0	50
Number of investigative hours paid for with grant funds.	0	8000
Number of local initiatives planned. (Example: If the grant includes a training component, a law enforcement component, and a victim services component then the number of planned initiatives would be three.)	0	3
Number of new FTE positions created with grant funds.	0	2
Number of organizations / units / departments involved in the coordination of grant-funded initiatives.	0	3
Number of organizations / units / departments to directly benefit from the equipment.	0	3
Number of patrol hours paid for with grant funds.	0	8000
Number of state initiatives planned.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Cash value of drug seizures (in dollars using DPS calculations).	0	50000
Number of felony charges filed.	0	20
Number of felony convictions.	0	20
Number of gangs disrupted.	0	12
Number of agencies that report improved efficiency.	0	3
Number of agencies that report improved program quality.	0	3
Number of local initiatives completed during the grant period.	0	3
Number of staff that report improved efficiency.	0	10
Number of staff that report increased program quality.	0	10
Number of state initiatives completed during the grant period.	0	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

1/1/2010

Enter the End Date [mm/dd/yyyy]:

12/31/2010

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

76829398

Enter the amount ($) of State Grant Funds:

20593545

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:
X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

12/31/2008

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Ester Cortez Hidlago County Human Resource Department 100 S. Closner Edinburg, Texas 78539

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Ofice for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for OOG grant funds.

> ***Note:*** *If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.*

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour

time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervsior?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of OOG funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

- = a **plus** icon – click on this icon to expand a list of items.
- = a **minus** icon – click on this icon to collapse a list of items.
- = a **new** icon – click on this icon to add a new item.
- = a **pencil** icon - click on this icon to edit your selections.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	OT-Hidalgo County Sheriff's Office, Hidalgo Constable Precinct 2 and Hidalgo Constable Precinct 3 utilizing funding for overtime will enhance patrol operation in a High Visibility Law Enforcement Operation to locate, identify, and apprehend the criminal minded citizen and/or criminal illegal immigrant engaged in criminal activities which is a violation of state and federal laws.	$492,189.00	$0.00	$0.00	$0.00	$492,189.00	100
Equipment	Police / Sheriff Department Vehicle (from a single vendor with law enforcement equipment installed)	Hidalgo County Sheriff's Office, Hidalgo Constable Precinct 2 and Hidalgo Constable Precinct 3 through the grant funding will purchase nine (9) fully equipped patrol units. These vehicles will be equipped with in-car video camera systems, emergency lighting system, P25 compliance in-car communications radio, shotgun rack, prisoner transport cage, radar system, rugged laptop, to include mounting system, 4 x 4 system for off-road and rugged terrain, complete HCSO, Constables decals. These vehicles will enable patrol personnel to proactively patrol the rugged terrain which encompasses the majority of the southern border and roads of egress and major highways/roadways leading to and from the US/Mexico international boundaries.	$407,811.00	$0.00	$0.00	$0.00	$407,811.00	9

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source (s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries. For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87. Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

- = a **pencil** icon - click on this icon to edit your selections.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$407,811.00	$0.00	$0.00	$0.00	$407,811.00
Personnel	$492,189.00	$0.00	$0.00	$0.00	$492,189.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$900,000.00	$0.00	$0.00	$0.00	$900,000.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
Please upload a copy of the overtime policy approved by the Commissioner's Court.	3/17/2010 8:50:36 PM		True
Overtime Eligibility: 1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. 2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave. 3) On-call hours should not be included in physical hours worked or as eligible hours for overtime. 4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed. 5) Time should be recorded to the nearest quarter hour. 6) Grantee records must include a clear calculation in how the overtime was computed. 7) Overtime payments issued outside this policy are the responsibility of the grantee agency.	3/17/2010 8:49:52 PM		False
Please provide an explanation of how the County used the $519,453 in Justice Assistance grant funds that were made available directly to the County by the Bureau of Justice Assistance.	3/17/2010 8:28:33 PM		True

ARRA Certification Form: Grantee is required to complete the ARRA Certification Form as part of the American Recovery and Reinvestment Act federal requirements. Once the form is completed, please upload it into the grant application. You can find the form at https://cjdonline.governor.state.tx.us/FileDirectory/ARRA_Officer_Comp_Cert_Form.doc.	3/9/2010 11:37:41 AM		True
Procurement Questionnaire: A Procurement Questionnaire Form is required for this grant due to a procurement of goods and/or services of $100,000 or more. Please complete the CJD Procurement Questionnaire Form found at https://cjdonline.governor.state.tx.us/FileDirectory/CJD_Procurement_Questionnaire_Form.doc. Once completed, please upload the completed form into the grant. The fund hold placed on the grant application will be removed after award of a grant, so long as the form and any additional documentation are completed and uploaded into the grant. Please notify CJD once uploaded to expedite removal of the fund hold.	3/9/2010 11:36:59 AM		True
Resolution: A resolution is required for this project. Please upload a copy of the signed resolution for this project. The grant application will continue the review process; however, it will be placed on fund hold (no funds will be made available for the project) until the completed resolution is uploaded. You can find more information on resolutions under the 'Documents' tab of the grant application in eGrants. An example of a resolution can be found at https://cjdonline.governor.state.tx.us/FileDirectory/CJD_Sample_Resolution.doc.	3/9/2010 11:36:28 AM		True

You are logged in as **User Name**: reufracio

AI-20717 **13.B.**

Request for Employee Transfers
CC REGULAR

Date:	04/13/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Sheriff
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

		FROM			TO		
Employee No.	Position Title	Dept.	Slot No.		Dept.	Slot No.	Budgeted Salary
150118	Deputy Sheriff Step II	Courthouse Sec. (115-044)	0008		Sheriff (280-001)	0207	$39,330.00
099007	Deputy Sheriff Step I	Sheriff (280-001)	0207		Courthouse Sec. (115-044)	0008	$38,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

0-1100-421-00-280-001-0-XXX-See attachment
0-1241-421-23-115-044-0-XXX-No budgetary impact.

Attachments

Link: Analysis
Link: Courthouse Sec - Revised salary schedule
Link: Sheriff - Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/09/2010 11:37 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 11:48 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2010 04:20 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sylvia Solis Started On: 04/08/2010 04:47 PM

Employee Transfer Budget Analysis
for
Sheriff's Office/ Courthouse Security

FISCAL IMPACT TO SHERIFF'S BUDGET

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Total Compensation
X-1100-421-00-280-001-0-XXX (SHERIFF) -	099007	0207	Deputy Sheriff Step I	$ 38,000.00	$ 540.00	$ 38,540.00
X-1241-421-23-115-044-0-XXX (COURTHOUSE SECURITY) -	150118	0008	Deputy Sheriff Step II	$ 39,330.00	$ 180.00	$ 39,510.00
			VARIANCE	**$ 1,330.00**	**$ (360.00)**	**$ 970.00**

***Difference in budgeted salary and allowances to be funded from within Sheriff's Budget.**

FISCAL IMPACT TO COURTHOUSE SECURITY

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Total Compensation
X-1100-421-00-280-001-0-XXX (SHERIFF) -	099007	0207	Deputy Sheriff Step I	$ 38,000.00	$ 540.00	$ 38,540.00
X-1241-421-23-115-044-0-XXX (COURTHOUSE SECURITY) -	150118	0008	Deputy Sheriff Step II	$ 39,330.00	$ 180.00	$ 39,510.00
			VARIANCE	**$ (1,330.00)**	**$ 360.00**	**$ (970.00)**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1241-421-23-115-044-0-

AI - 20717

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	600.00	0.00	0.00	42,580.00
0002	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0003	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0004	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0005	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0006	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0007	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
		DEPUTY SHERIFF STEP I						**(1,330.00)**	**38,000.00**	**38,000.00**	**540.00**					**38,540.00**
0008	**113**	~~**DEPUTY SHERIFF STEP II**~~	**39,330.00**	**0.00**	**0.00**	**0**	**0.00**	~~**0.00**~~	~~**39,330.00**~~	~~**39,330.00**~~	~~**180.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	~~**39,510.00**~~
0009	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0010	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	960.00	0.00	1,200.00	0.00	0.00	45,423.00
0011	113	DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	(3,933.00)	39,330.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
0012	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0013	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0014	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	480.00	0.00	0.00	0.00	0.00	32,295.00
0015	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
			607,243.00	0.00	0.00		0.00	(4,756.00)	641,817.00	641,817.00	6,000.00	0.00	9,600.00	0.00	0.00	657,417.00

Approval of employee transfers, as per section 3.49 of the Civil Service Commission Rules pending CC approval.
*****Positions adhere to Law Enforcement Grade and Step Pay Plan.**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20717

SHERIFF DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	136,500.00	0.00	0.00	0	0.00	0.00	136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY	85,000.00	0.00	0.00	0	0.00	0.00	85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
0009	113	EXECUTIVE ASST	56,175.00	0.00	0.00	0	0.00	0.00	56,175.00	56,175.00	300.00	0.00	0.00	0.00	500.00	56,975.00
0010	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFO TECH MANAGER	53,550.00	0.00	0.00	0	0.00	0.00	53,550.00	53,550.00	0.00	0.00	0.00	0.00	500.00	54,050.00
0017	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0	0.00	0.00	49,816.00	49,816.00	720.00	0.00	0.00	0.00	500.00	51,036.00
0018	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
0020	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
0021	113	AUDITOR	47,857.95	0.00	0.00	0	0.00	0.00	47,858.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP II	49,255.00	0.00	0.00	0	0.00	(1,666.00)	47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	0.00	50,229.00
0023	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	480.00	0.00	600.00	0.00	500.00	47,560.00
0025	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00
0026	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
0028	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20717

SHERIFF DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0033	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
0034	113	CRIME SCENE SPECIALIST SUPERVISO	46,579.00	0.00	0.00	0	0.00	0.00	46,579.00	46,579.00	1,440.00	0.00	0.00	0.00	500.00	48,519.00
0035	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
0036	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
0037	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
0039	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
0040	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	420.00	0.00	1,200.00	0.00	0.00	49,209.00
0042	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0043	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0044	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	480.00	0.00	0.00	0.00	500.00	45,114.00
0045	113	MECHANIC SUPER	43,363.00	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
0047	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
0049	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
0050	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
0051	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	500.00	49,777.00
0052	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0053	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0057	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0058	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0063	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00

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Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0065	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0067	113	SR. DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	3,933.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0068	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0070	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0071	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	500.00	50,017.00
0075	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0076	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0077	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
0080	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	0.00	44,260.00
0081	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0082	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
0085	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
0090	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0095	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
0096	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0097	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0098	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
0101	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
0103	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0104	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0107	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
0109	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	4,800.00	0.00	500.00	48,983.00
0112	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0114	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0115	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0117	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
0118	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,400.00	0.00	0.00	46,143.00
0119	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0120	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
0124	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
0126	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
0128	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00

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Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0129	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
0132	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
0134	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0137	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0139	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0142	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0144	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0145	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	660.00	0.00	1,200.00	0.00	0.00	45,123.00
0147	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0148	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0149	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0150	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0151	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,300.00	0.00	500.00	47,423.00
0152	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0153	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0157	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00

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SHERIFF DEPT.

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0161	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0162	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0163	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0164	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0165	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
0166	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0167	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0168	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0169	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
0170	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0171	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0172	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0173	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0174	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	3,600.00	0.00	500.00	43,550.00
0175	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0176	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
0177	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
0178	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0179	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0180	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,620.00
0181	113	ACCOUNTANT	40,449.15	0.00	0.00	0	0.00	0.00	40,449.00	40,449.00	1,560.00	0.00	0.00	0.00	0.00	42,009.00
0182	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC	39,940.00	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0188	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
0190	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
0191	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
0192	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0193	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
0196	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
0197	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
0199	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
0201	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
		DEPUTY SHERIFF STEP II							**39,330.00**	**39,330.00**	**180.00**					**39,510.00**
0207	**113**	~~**DEPUTY SHERIFF STEP I**~~	**38,000.00**	**0.00**	**0.00**	**0**	**0.00**	~~**0.00**~~	~~**38,000.00**~~	~~**38,000.00**~~	~~**540.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	~~**38,540.00**~~
0208	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0210	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0212	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0215	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0216	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0217	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0218	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0219	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
0220	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0223	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00

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AI - 20717

SHERIFF DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0224	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0226	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0227	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0228	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0229	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0230	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0231	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,800.00	0.00	0.00	39,920.00
0232	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
0233	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0234	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0235	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0236	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0237	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0238	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0239	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
0240	113	CRIME INTELLIGENCE RESEARCH AN	34,971.30	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	360.00	0.00	0.00	0.00	500.00	35,831.00
0241	113	EVIDENCE TECH	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECH	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	PERSONNEL OFFR	33,141.00	0.00	0.00	0	0.00	0.00	33,141.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTERMASTER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	540.00	0.00	0.00	0.00	0.00	32,172.00
0248	113	ADMINISTRATIVE SUPPORT SUPERVIS	33,075.00	0.00	0.00	0	0.00	0.00	33,075.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
0249	113	BUDGET CONTROL OFFICER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	0.00	0.00	0.00	0.00	0.00	31,632.00
0250	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
0251	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0252	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	540.00	0.00	0.00	0.00	0.00	30,921.00
0253	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0254	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0255	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 20717

SHERIFF DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0256	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0257	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	1,020.00	0.00	0.00	0.00	0.00	31,401.00
0258	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0259	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0260	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
0261	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	600.00	0.00	0.00	0.00	0.00	30,981.00
0262	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0263	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	420.00	0.00	0.00	0.00	0.00	30,801.00
0264	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0265	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0266	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0267	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0268	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
0269	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0270	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
0272	113	ADMINISTRATIVE SPECIALIST	31,000.00	0.00	0.00	0	0.00	0.00	31,000.00	31,000.00	540.00	0.00	0.00	0.00	500.00	32,040.00
0273	113	ASSISTANT QUARTERMASTER	28,922.00	0.00	0.00	0	0.00	0.00	28,922.00	28,922.00	540.00	0.00	0.00	0.00	0.00	29,462.00
0274	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0275	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0287	113	CUSTODIAN	25,616.00	0.00	0.00	0	0.00	0.00	25,616.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0288	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0289	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0290	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0291	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
0292	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0293	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0294	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0295	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0296	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0297	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G313	113	CRI VIC LIASON	8,114.00	0.00	0.00	0	0.00	0.00	8,114.00	8,114.00	600.00	0.00	0.00	0.00	0.00	8,714.00
0327	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
0329	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIME INTELLIGENCE RESEARCH AN	34,971.00	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	0.00	0.00	0.00	0.00	500.00	35,471.00
0331	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0332	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,000.00
0333	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0334	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0335	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,000.00
0336	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,200.00	0.00	0.00	39,320.00
0337	113	DEPUTY SHERIFF STEP II	0.00	39,330.00	39,330.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,330.00
0338	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0339	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	3,300.00	0.00	0.00	45,100.00
0340	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,400.00
0341	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	41,800.00
0342	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,400.00
0344	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,400.00
0345	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,400.00
0346	113	ADMINISTRATIVE ASSISTANT II	0.00	26,737.00	26,737.00	0	0.00	0.00	26,737.00	26,737.00	360.00	0.00	0.00	0.00	0.00	27,097.00
0347	113	ADMINISTRATIVE ASSISTANT II	0.00	27,276.00	27,276.00	0	0.00	0.00	27,276.00	27,276.00	780.00	0.00	0.00	0.00	0.00	28,056.00
			12,300,059.90	660,303.00	769,743.00		0.00	1,797.00	13,001,490.00	12,648,844.92	142,020.00	0.00	384,600.00	0.00	53,000.00	13,225,825.00

Approval of employee transfers, as per section 3.49 of the Civil Service Commission Rules pending CC approval.
*****Positions adhere to Law Enforcement Grade and Step Pay Plan.**

AI-20681 **15.A.**

Street Improvements (Pct. 3)

CC REGULAR

Date:	04/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Luna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services;

2. Presentation of the scoring grid for the purposes of ranking by Commissioners' Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Urban County Program, Precinct No. 3 and Hidalgo County Purchasing in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) Precinct No. 3 Street Improvements.

a._____ b._____ c._____

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Hidalgo County Urban County Program Precinct No. 3 Street Improvement project.

BACKGROUND

The three engineering firms from the County's approved "pool", Javier Hinojosa Engineering, Rodriguez Engineering and R.E. Garcia & Associates, were rated for the 2009 Street Improvement project, 2 Mile Line (Orange Grove) from FM 492 to La Homa Road, in Precinct No. 3. See attached Grading-Scoring Grid.

Funds Available:	$830,365.27	Year 22 (2009) Precinct No. 3 Street Improvement funds
	$830,365.27	TOTAL

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 02:42 PM	APRV
2	Perla Lopez	Perla Lopez	04/08/2010 10:43 AM	APRV
3	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Estella Webber Started On: 04/07/2010 01:25 PM

Final Approval Date: 04/09/2010

Hidalgo County Precinct No. 3
UCP YR 22 (2009) – Street Improvements
Professional Engineering Services
Grading-Ranking Grid

Criteria	Javier Hinojosa Engineering			R. E. Garcia & Associates			Rodriguez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	16	18	20	16	18	20
Experience of Project Team	25	25	25	18	18	21	20	20	22
Experience/ Availability of Project Manager	20	20	19	18	15	18	18	15	18
Understanding of Project	25	20	25	20	25	24	15	18	23
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	100	95	99	82	86	93	79	81	93
AVERAGES	294÷3=98			261÷3=87			253÷3=84.34		
RANKING									

Grader #1 Commissioner Joe M. Flores, Precinct No. 3

Grader #2 Oscar Garza, Hidalgo County Purchasing

Grader #3 Antonio Barco, Urban County Program

AI-20707 **15.B.**

Recreational Facilities - City of La Villa

CC REGULAR

Date:	04/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) City of La Villa - Parks, Recreational Facilities project.

a. _____ b. _____ c. _____

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program – City of La Villa Parks, Recreational Facilities project.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are Noe Garza Engineers, Inc., Quintanilla, Headly and Associates, Inc. and Rodriguez Engineering for the Parks, Recreational Facilities project. Attached see grading grid for your review.

Funds Available: $ 45,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/08/2010 01:20 PM	APRV
2	Perla Lopez	Perla Lopez	04/08/2010 02:45 PM	APRV
3	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Estella Webber

Started On: 04/08/2010 09:28 AM

Final Approval Date: 04/09/2010

City of La Villa
Engineering Services
Parks, Recreational Facilities
Year 22 (2009)
Grading-Ranking Grid

Criteria	Noe Garza Engineers, Inc.			Quintanilla, Headley and Associates, Inc.			Rodriguez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	20	19	20	20	18	20	18
Experience of Project Team	24	24	22	22	20	22	23	20	20
Experience/ Availability of Project Manager	19	20	15	18	18	20	17	17	15
Understanding of Project	24	25	25	22	24	25	22	24	18
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	96	99	92	91	92	97	90	91	81
AVERAGES	287÷3=96			280÷3=93			262÷3=87		
RATING	1			2			3		

Grader #1 Lupita Suarez, City Secretary

Grader #2 Antonio Barco, Compliance Division Manager (UCP)

Grader #3 Oscar Garza, Procurement Specialist

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Park Improvements

Department: City of la Villa

Name of Firm: Noe Garza Engineer, Inc.

Date of Evaluation: 3-30-10

Evaluator's Name: Lupita Suarez

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	19

Comments/Rationale for Points: Mr. Garza and his firm are a highly qualified and have many years of experience

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Mr. Garza and his firms have completed many projects. They are one of the highly recommended firms by other cities.

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Mr. Garza and his firm have many years of experience and is available when needed

4. Understanding of Project	25	24

Comments/Rationale for Points: Mr. Garza and his firm would be able to understand this project because of their experience

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Mr. Garza and his firm will easily understand the rules and regulations.

Total Score 96

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities

Department: Urban County Program

Name of Firm: Noe Garza Engineering, Inc.

Date of Evaluation: April 7, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Team is highly qualified. The project Engineer (Mr. Noe Garza) has been a registered engineer since 1965.

2. Experience of Project Team	**25**	**24**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has designed and overseen the construction of numerous projects similar to the project in the City of La Villa.

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Project has committed himself and support staff to prioritizing this project for design and construction completion.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Team with vast experience will easily understand this project.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Team is familiar with Rules and Regulations.

Total Score	**99**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities (City of La Villa)

Department: Hidalgo County Purchasing Department

Name of Firm: Noe Garza Engineers, Inc.

Date of Evaluation: April 8, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: There are no certifications attached for review and evaluation except as defined on (Pg. 7 of SOQ; however firm has completed over 200 plus projects

2. Experience of Project Team	**25**	**22**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Projects have been completed under the supervision of the Engineer Noe Garza; recommendations are positive and firm has fulfilled their obligations as a project team. List of Team outlined on Pg. 7 of SOQ.

3. Experience/Availability of Project Manager	**20**	**15**

Comments/Rationale for Points: Noe Garza has competed many projects within the county areas and has 44 yrs of experience and 200 plus completed projects (Pg. 4 of SOQ); unable to verify certificates that may be for project manager Robert Flores.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Firm has confirmed and completed projects in Hidalgo and Cameron County with the bulk of projects in the Pharr, San Juan, Alamo areas within Pct. #2.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm has over 200 plus projects completed and clearly confirming familiarity of Rules and Regulations

Total Score	**92**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Park Improvements

Department: City of La Villa

Name of Firm: Quintanilla, Headley and Associates, Inc.

Date of Evaluation: 3-30-10

Evaluator's Name: Lupita Suarez

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	19

Comments/Rationale for Points: Quintanilla Headley & Associates are a professional firm with Professional Qualifications

2. Experience of Project Team	25	22

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Quintanilla Headley & Associates have many years of experience.

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Quintanilla, Headley & Associates combined have many years of experience that would enable them to understand the project and would be available when needed

4. Understanding of Project	25	22

Comments/Rationale for Points: The firms combined experience would make it easier to understand the projects

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: This firm would not have any problem with the rules and regulations.

Total Score 91

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities

Department: Urban County Program

Name of Firm: Quintanilla, Headly & Associates, Inc.

Date of Evaluation: April 7, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Team is qualified to undertake this project. Two registered engineers are part of the team and qualified support staff.

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team is experienced with over 20 years working at the same firm.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: Project Manager (Quintanilla) is experienced having gotten his engineering license in 2005 and will avail himself to this project.

4. Understanding of Project	**25**	**24**

Comments/Rationale for Points: Team will be able to understand this project having worked in similar project throughout the years.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Team is familiar with applicable rules and regulations for this project.

Total Score	**92**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities **(City of La Villa)**

Department: Hidalgo County Purchasing Department

Name of Firm: Quintanilla Headly & Associates, Inc.

Date of Evaluation: April 8, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Firm's SOQ outlines the organizational chart along with credentials to substantiate qualified personnel in and on the field.

2. Experience of Project Team	**25**	**22**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Firm's references and recommendations are highly commended in proficiency in accomplishing tasks in a timely manner.

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Project Manager is Mr. Alfonso Quintanilla also President for the firm and overviews all projects.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Firm has been doing business with Hidalgo County for many years and possess a clear understanding of projects

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm is familiar with applicable rules & regulations

Total Score	**97**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Park Improvements

Department: City of La Villa

Name of Firm: Rodriguez Engineering

Date of Evaluation: 3-30-10

Evaluator's Name: Lupita Suarez

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: Rodriguez & Associates are a highly professional firm with many years of experience

2. Experience of Project Team	25	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Rodriguez & Associates have successfully completed many ~~years~~ projects that include Park improvements.

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Rodriguez & Associates have many years of experience and would be readily available when needed.

4. Understanding of Project	25	22

Comments/Rationale for Points: Rodriguez & Associates would have no problem understanding this project because of his experience

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Rodriguez & Associates is very familiar with the rules and regulations.

APR 1 2010

Total Score 90

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities

Department: Urban County Program

Name of Firm: Rodriguez Engineering

Date of Evaluation: April 7, 2010

Evaluator's Name: Antonio Barco, CDBG Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: The team is qualified to undertake this project have done numerous projects in the area.

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team Leader (Rodriguez) has at least 28 years experience designing and overseeing similar projects and support staff is qualified.

3. Experience/Availability of Project Manager	**20**	**17**

Comments/Rationale for Points: Project Manager Mr. Rodriguez will avail himself to this project with at least 28 years of experience.

4. Understanding of Project	**25**	**24**

Comments/Rationale for Points: Team will understand the designing needs of this project.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Team is familiar with Rules and Regulations as they apply to this project.

Total Score **91**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2009 – Park, Recreational Facilities **(City of La Villa)**

Department: Hidalgo County Purchasing Department

Name of Firm: Rodriquez Engineering

Date of Evaluation: April 7, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**18**

Comments/Rationale for Points: As per attachments to RFP Rodriquez is providing limited staff

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has good references and has many years of experience in related field as Civil Engineering & Highway engineering.

3. Experience/Availability of Project Manager	**20**	**15**

Comments/Rationale for Points: Project manager is the engineer himself for all projects; as identified in SOQ; as per organizational chart firm has limited staff

4. Understanding of Project	**25**	**18**

Comments/Rationale for Points: Engineer has been doing business with the county many years with related projects

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Rodriquez engineering has been doing business with the County and aware of related Rules & Regulations

Total Score	**81**

AI-20690 **15.C.**

Water & Sewer Improvements - City of Edcouch / Pct. #1

CC REGULAR

Date:	04/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services in connection with Hidalgo County Urban County Program from Program Year 17, 19 & 20 (2004, 2006 & 2007) for Water/Sewer Improvements Project in the Edcouch, Precinct No. 1 area.

2. Presentation of the scoring grid for the purpose of ranking by CC of at least three (3)material testing service firms from the County's approved "pool" as graded and evaluated by Urban County Program and Hidalgo County Purchasing Department and the City of Edcouch in connection with an Urban County Program Water & Sewer Improvements Project in the city of Edcouch within Hidalgo County Precinct No. 1 area.

a._____ b. _____ c. _____

3. Authority to negotiate a material testing service contract with the No. 1 ranked firm of _____for the provision of material testing services for a Hidalgo County Precinct No. 1 Water & Sewer Improvements project in Edcouch.

BACKGROUND

The City of Edcouch, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three material testing firms from the County's approved "pool". Raba Kistner Consultants, Inc., L & G Engineering Laboratory, LLC, and Terracon Consultants, Inc. were the three firms. The Water/Sewer Improvements Project includes the testing of the pond liners at the Edcouch sewer plant to determine if they meet minimal requirements on seepage control as imposed by TPDES.
See attached grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 02:46 PM	APRV
2	Perla Lopez	Perla Lopez	04/09/2010 08:53 AM	APRV
3	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Estella Webber Started On: 04/07/2010 02:38 PM

Final Approval Date: 04/09/2010

Hidalgo County-Urban County Program
Hidalgo County Precinct No. 1 (Edcouch)
Material Testing Services
Water/Sewer Improvements Project
(Pond Liner Testing for Seepage at Sewer Plant)
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			L & G Engineering Laboratories			Terracon Consultants, Inc.		
	GRADER UCP	GRADER P. DEPT	GRADER EDCOUCH	GRADER UCP	GRADER P. DEPT	GRADER EDCOUCH	GRADER UCP	GRADER P. DEPT	GRADER EDCOUCH
Selection Criteria	20	20	19	20	20	18	20	20	18
Experience of Project Team	24	25	24	23	25	24	23	20	23
Experience/Availability of Project Manager	20	17	19	19	20	18	19	20	18
Understanding Projects	25	25	24	25	20	23	24	20	23
Familiarity w/Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTAL:	99	97	96	97	95	93	96	90	92
AVERAGE		97.34%			95.00%			92.67%	
RANKING									

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

To: Antonio Barco, CD Manager

From: AC Cuellar, Jr., Commissioner Pct. 1 ACC.

Date: April 8, 2010

Re: Edcouch Testing of Pond Liners Scoring/Evaluation

I have reviewed the Edcouch Testing of Pond Liners Scoring Evaluation Sheets submitted and evaluated by Mr. Robert Escobar, City Manager for the City of Edcouch, and I concur with his evaluation. I would like to proceed with this project as soon as possible.

If you have any questions regarding this evaluation please contact me at 956-968-8733.

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Hidalgo County Pct. 1/City of Edcouch Testing of pond liner at existing sewer plant

Department: Urban County Program

Name of Firm: RABA Kistner Consultants, Inc.

Date of Evaluation: February 1, 2010

Evaluator's Name: Antonio Barco — UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Team is highly qualified — Have three Engineers and a support group of trained and experienced employees. A fourth Engineer is available if needed.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has over 20 yrs. in the Rio Grande Valley (Hidalgo County) ONLY AASHTO Accredited Laboratory in Rio Grande Valley. Have designed and engineered Numerous projects in the County.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: Firm is highly experienced with Several Engineers as project managers who would be available and anytime if needed

4. Understanding of Project	25	25

Comments/Rationale for Points: Team of Qualified professionals will have no problem Understanding the project requirements

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm is familiar with the Applicable Rules and Regulations

Total Score 99

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Hidalgo County Precinct No.1
(Edcouch Project: Testing of Pond Liner at the existing Sewer Plant)

Department: County Urban County Program

Name of Firm: Raba Kistner

Date of Evaluation: January 27, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Various projects have been outlined on SOQ that are related to Geo-Technical services as required for this project

2. Experience of Project Team	**25**	**25**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project engineer has the experience and team with related projects completed in Hidalgo County as identified on page 17-20 of their SOQ to include projects with TXDOT

3. Experience/Availability of Project Manager	**20**	**17**

Comments/Rationale for Points: More than 12 Yrs of experience with related geo-technical studies as reference of page 23 yet page 58 references experience is over 14 yrs of experience as per SOQ

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: SOQ outlines and makes references of on-going projects worked on city and county levels with various types of testing skills as referred to on pages 17-20 clearly identifying their understanding of project.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Prior work with Hidalgo County attests to familiarity with rules & regulations as required for compliance with related projects within the guidelines of Hidalgo County

Total Score **97**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Precinct No. 1/City of Edcouch: Testing of Pond Liners @ Existing Sewer Plant

Department: Hidalgo County Urban County Program

Name of Firm: Raba-Kistner Consultants, Inc.

Date of Evaluation: 2/8/2010

Evaluator's Name: Robert Escobar Jr.- Interim City Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**19**

Comments/Rationale for Points: Raba-Kistner Consultants, Inc. has 40 years of continuous service by same executive management that provide practical, on time, on budget solutions. 75% license certifications

2. Experience of Project Team	**25**	**24**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Raba-Kistner actually has worked for the City of Edcouch regarding soil testing at the Edcouch Waster Water Plant.

3. Experience/Availability of Project Manager	**20**	**19**

Comments/Rationale for Points: Headquarters located in multiple areas across the State of Texas and even Mexico. Raba-Kistners team consists of more than 350 employees company-wide.

4. Understanding of Project	**25**	**24**

Comments/Rationale for Points: Raba-Kistner is the only AASHTO-accredited laboratory in the Rio Grande Valley. Raba-Kistner is the largest provider of Texas Department of Transportations (TXDOT services statewide.)

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Raba-Kistner, the independent testing laboratory, has included copies of our professional liability and general liability insurance certificates. Raba-Kistner maintains and holds required certifications for these projects.

Total Score **96**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Hidalgo County Pct. 1/City of Edcouch Testing of pond liner at existing sewer plant

Department: Urban County Program

Name of Firm: L & G Engineering

Date of Evaluation: February 1, 2010

Evaluator's Name: Antonio Barco – UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Team is highly qualified and establish in Hidalgo Co. in 2003. Firm has 4 engineers in Hidalgo Co. office and trained support staff

2. Experience of Project Team	25	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has a vast amount of experience dealing with environmental projects but have been in the valley only since 2003

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Manager has 20 yrs. experience and would be readily available to manage this project

4. Understanding of Project	25	25

Comments/Rationale for Points: Team will have no problem understanding this project even though most of the projects in the Valley have dealt with Soil Testing for Building Construction

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points:

Total Score	97

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Hidalgo County Precinct No.1
(Edcouch Project: Testing of Pond Liner at the existing Sewer Plant)

Department: Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: January 27, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Professional qualifications are stronger towards transportation (i.e. street, bridges); however engineer is on board for civil engineering for related projects

2. Experience of Project Team	25	25

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: SOQ is favorable towards streets, ROW Purchases, bridges etc. under construction contract & mgmt which provides special services under (pg.-3); however under Section III there is no reference for project team and/or reference of geo-technical engineer.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: As per section III of SOQ I was unable to reference experience/project manager for Yara M. Corbitt P.E. and for David Saenz P.E.; under geo-technical & Bridge Design; I could only reference Mr. Reza Badiozzamani P.E. criteria indicate experience with related project.

4. Understanding of Project	25	20

Comments/Rationale for Points: Section I (Pg. 3) outlines knowledge of geo-technical testing's; however other areas of the SOQ does reflect this as their strongest area of expertise for proposed project.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Under Appendix "A" of their SOQ knowledge of geo-technical is evident for civil, transportation engineering & design; has many projects on going with county at present

Total Score 95

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Precinct No. 1/ City of Edcouch - Testing of Pond Liner @ Existing Sewer Plant

Department: Hidalgo County Urban County Program

Name of Firm: L&G Engineering Laboratory, L.L.C.

Date of Evaluation: 02/08/2010

Evaluator's Name: Robert Escobar Jr.-Interim City Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**18**

Comments/Rationale for Points: RODS Surveying, Inc. is a corporation established in July, 1994 which is certified as a HUB with the State of Texas. RODS has twenty-nine years of specialized experience and performance committed to professional land surveying for parcel maps and design surveys.

2. Experience of Project Team	**25**	**24**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Resumes include Professional Civil Engineers and Industrial Arts. The extensive details of past projects shows evidence of past experience in providing assistance in the Rio Grande Valley.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: The Project Manager has worked seventeen years as a civil engineer, twelve with TXDOT and ten with the Pharr District. L&G Engineering maintains 4,500 square feet of combined office and laboratory space in Mercedes and Mission.

4. Understanding of Project	**25**	**23**

Comments/Rationale for Points: L&G Engineering Laboratory's principals and staff are pre-certified by TxDOT to perform work in several different categories. L&G Engineering's key personnel have performed field and laboratory testing under the direction of the Texas Department of Transportation.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Historically Underutilized Business Certification and Compliance Program recognition. Certificate of liability insurance

Total Score	**93**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Hidalgo County Pct. 1/City of Edcouch Testing of pond liner at existing sewer plant

Department: Urban County Program

Name of Firm: Terracon Consultants

Date of Evaluation: February 1, 2010

Evaluator's Name: Antonio Barco — UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Team of professionals is highly qualified specializing in the area of Asbestos and Soil testing

2. Experience of Project Team	25	23

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team of professionals and Support STAFF have extensive experience in Asbestos Remediation and Removal

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Project Manager has 12 yrs. experience and would be assigned to this project.

4. Understanding of Project	25	24

Comments/Rationale for Points: Firm understands project Have designed and completed several projects Dealing with Sewer Facilities and Drainage Improvem

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm is familiar with Applicable Rules and Regulations

Total Score 96

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Hidalgo County Precinct No.1
(Edcouch Project: Testing of Pond Liner at the existing Sewer Plant)

Department: Urban County Program

Name of Firm: Terracon

Date of Evaluation: January 27, 2010

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Section 2-1 outlines their specialty that which is relevant for proposed project requiring geo-technical studies

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Project team leader has experience with Geo-Technical projects as it relates to this project as outlined in Section 3-4 and 3-6; not enough references with work in Hidalgo County

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Firms experience us solely on Geo-Technical Services with Environmental Studies as described in Section 2-5 of SOQ; Project manager has experience as described on section 3-4 of SOQ

4. Understanding of Project	**25**	**20**

Comments/Rationale for Points: Section I outlines clearly the expertise in which this company specializes in geo-technical; however could not reference with projects in Hidalgo County

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Terracon's experience with other projects confirms their understanding and familiarity with all applicable rules & regulations required by Hidalgo County & outlined in Section 2-4 of SOQ

Total Score **90**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Precinct No. 1/ City of Edcouch Testing of Pond Liners @ Existing Sewer Plant

Department: Hidalgo County Urban County Program

Name of Firm: Terracon Consultants, Inc.

Date of Evaluation: 02/08/2010

Evaluator's Name: Robert Escobar Jr.-Interim City Manager

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**18**

Comments/Rationale for Points: Terracon Consultants, Inc. has been active in the Rio Grande Valley since 1996 and specializes in Environmental Engineering and Consulting, Geotechnical Engineering, Construction Materials Engineering.

2. Experience of Project Team	**25**	**23**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Terracon at its key employees have been practicing and offering services in its areas of specialization for more than 41 years. Terracon is an employee-owned consulting engineering firm providing geotechnical, environmental, construction materials and facilities services from more than 90 offices nationwide with over 2,900 employees.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: Project Manager plays a key role in regards to meeting the County's schedules. Meeting schedules is highly dependent on communication, scheduling, and awareness of deadlines.

4. Understanding of Project	**25**	**23**

Comments/Rationale for Points: The most important issue with regards to personnel assignments is the qualifications required for the project. We have a number of qualified personnel in our Pharr office and in our San Antonio office or Laredo office to properly staff these projects.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Terracon complies with national industry standards and maintains an in house quality assurance program to make certain that the firm provides quality services and accurate testing. Terracon is licensed as a corporation in engineering and environmental testing.

Total Score **92**

AI-20673 **16.A.**

Planning Department

CC REGULAR

Date:	04/13/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Discussion and Action of amendments to the interdepartmental permitting procedures between Planning and Environmental Health Departments, pursuant to TCEQ Action Item List for Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: Flow Chart for Permitting for Construction, Move Ins and Utility Requests

Link: Flow Chart for Requests for Final Utilities

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 01:28 PM	APRV
2	Olga Garza	Olga Garza	04/07/2010 03:44 PM	APRV
3	Auditor's Office		04/09/2010 04:47 PM	NEW
Form Started By: Nora Cavazos			Started On: 04/07/2010 10:51 AM	
Final Approval Date: 04/09/2010				

HIDALGO COUNTY PLANNING DEPARTMENT RESIDENTIAL APPLICATION FLOW CHART

PERMITTING FOR CONSTRUCTION, MOVE INS AND UTILITY REQUESTS

PLATTED LOT PROPERTIES

CHAPTER 232 LGC APPLICATION
FILL OUT APPLICATION AND PROVIDE THE FOLLOWING ITEMS:
1. COPY OF WARRANTY DEED, OR CONTRACT FOR DEED
2. SITE PLAN WITH DIMENSIONS OF STRUCTURE AND PROPOSED SETBACKS.

APPLICATION IS REVIEWED BY PLANNING DEPARTMENT
ALL PROPERTIES LOCATED WITHIN A DESIGNATED FLOOD ZONE SHALL REQUIRE APPROVAL FROM THE FLOOD PLAIN ADMINISTRATOR.
ALL OSSF APPLICATIONS SHALL CONTAIN PROPER PLANNING MATERIALS AND SHALL REQUIRE ENVIRONMENTAL HEALTH DEPT. APPROVAL. HOWEVER, IF LOT IS LESS THAN 1/2 ACRE AND LACKS SANITARY SEWER THEN AN OSSF DESIGN SYSTEM PLAN BY AN ENGINEER SHALL BE REQUIRED.

METES AND BOUNDS PROPERTIES

CHAPTER 232 LGC APPLICATION
FILL OUT APPLICATION AND PROVIDE THE FOLLOWING ITEMS:
1. COPY OF WARRANTY DEED, OR CONTRACT FOR DEED
2. METES AND BOUNDS DESCRIPTION. IF OWNER HAS A SURVEY OF PROPERTY, PROVIDE A COPY.
3. VERIFY THAT PROPERTY IS OUTSIDE CITY LIMITS.

APPLICATION IS REVIEWED BY PLANNING DEPARTMENT
PLANNING DEPARTMENT WILL DETERMINE IF PROPERTY NEEDS TO BE SUBDIVIDED AND/OR IF IT IS LOCATED WITHIN COUNTY JURISDICTION OR CITY ETJ

YES — **SUBDIVISION REQUIRED**

IF PROPERTY NEEDS TO BE SUBDIVIDED THEN APPLICANT MUST COMPLY WITH COUNTY AND STATE STATUTES BEFORE APPLICATION FOR CONSTRUCTION MAY BE APPROVED (SEE SUBDIVISION REVIEW FLOW CHART)

NO

- **CITY ETJ** → CERTIFICATE OF COMPLIANCE OR LETTER OF APPROVAL REQUIRED FROM CITY
- **COUNTY JURISDICTION**

CONDUCT ON-SITE INSPECTION TO DETERMINE EXISTING USE

ALL PROPERTIES LOCATED WITHIN A DESIGNATED FLOOD ZONE SHALL REQUIRE APPROVAL FROM THE FLOOD PLAIN ADMINISTRATOR

ALL OSSF APPLICATIONS SHALL CONTAIN PROPER PLANNING MATERIALS AND SHALL REQUIRE ENVIRONMENTAL HEALTH DEPT. APPROVAL. HOWEVER,IF LOT IS LESS THAN 1/2 ACRE AND LACKS SANITARY SEWER THEN AN OSSF DESIGN SYSTEM PLAN BY AN ENGINEER SHALL BE REQUIRED.

APPROVED

PERMIT IS ISSUED. PLANNING DEPARTMENT PROVIDES THE APPLICANT WITH UTILITY CERTIFICATE AND INSTRUCTS APPLICANT TO OBTAIN AUTHORIZATION FOR UTILITY SERVICE FOR CONSTRUCTION OR PERMANENT SERVICE FOR MOVE IN OF STRUCTURE FROM ENVIRONMENTAL HEALTH DEPARTMENT

NOT APPROVED

COMPLY WITH REQUIREMENTS OR PROVIDE LACKING INFORMATION

ON-SITE SEWAGE FACILITY DOCUMENTATION/PERMITTING

CONFIRMATION OF STATUS OF ON-SITE SEWAGE FACILITY (OSSF - SEPTIC TANK)
1. IF OSSF HAS BEEN INSTALLED THEN OSSF HAS TO BE ADEQUATE SIZE FOR PROPOSED STRUCTURE SIZE.
   - A. HEALTH DEPARTMENT WILL PROVIDE REQUIRED SIZE OF OSSF BASED ON SIZE OF PROPOSED STRUCTURE.
   - B. HEALTH DEPARTMENT WILL DOCUMENT SIZE OF EXISTING SYSTEM UTILIZING ORIGINAL PERMIT ISSUED FOR THE SYSTEM OR PROVIDE APPLICANT WITH LIST OF APPROVED OSSF INSPECTORS TO DOCUMENT SIZE OF EXISTING SYSTEM.
   - C. IF THE SYSTEM IS ADEQUATE THEN THE HEALTH DEPARTMENT WILL APPROVE THE APPLICATION.
   - D. IF THE EXISTING SYSTEM IS NOT ADEQUATE THEN APPLICANT SHALL PROVIDE A DESIGN PLAN SHOWING COMPLIANCE WITH COUNTY OSSF ORDER.
   - E. OSSF DESIGN PLAN IS PROVIDED IN COMPLIANCE WITH COUNTY ORDER AND APPLICATION IS APPROVED.
2. IF LOT DOES NOT HAVE OSSF INSTALLED THEN APPLICANT MUST PROVIDE ITEMS REQUIRED BY HEALTH DEPARTMENT FOR OSSF APPLICATION.

TEMPORARY UTILITIES FOR CONSTRUCTION

HEALTH DEPARTMENT ROUTES UTILITY CERTIFICATE WITH TEMPORARY APPROVAL AUTHORIZATION TO PLANNING.

MOVE-IN OF STRUCTURE

IF PROPERTY IS LOCATED IN A DESIGNATED FLOOD ZONE CERTIFICATE OF COMPLIANCE IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATOR PRIOR TO THE COUNTY ISSUING A FINAL UTILITY CLEARANCE

HEALTH DEPARTMENT INSPECTS CONNECTION OF STRUCTURE TO OSSF AND ROUTES UTILITY CERTIFICATE WITH FINAL APPROVAL AUTHORIZATION TO PLANNING.

PLANNING DEPARTMENT ROUTES UTILITY CERTIFICATE TO COMMISSIONERS COURT FOR APPROVAL

FIELD INSPECTION FOR SETBACKS BY PLANNING DEPARTMENT IS CONDUCTED OR CONFIRMED

APPROVED

UTILITY CLEARANCE FOR TEMPORARY SERVICE FOR CONSTRUCTION OR FINAL SERVICE FOR MOVE IN OF STRUCTURE FAXED TO UTILITY COMPANIES

NOT APPROVED

COMPLY OR REQUEST VARIANCE FOR SETBACKS TO THE BBLA

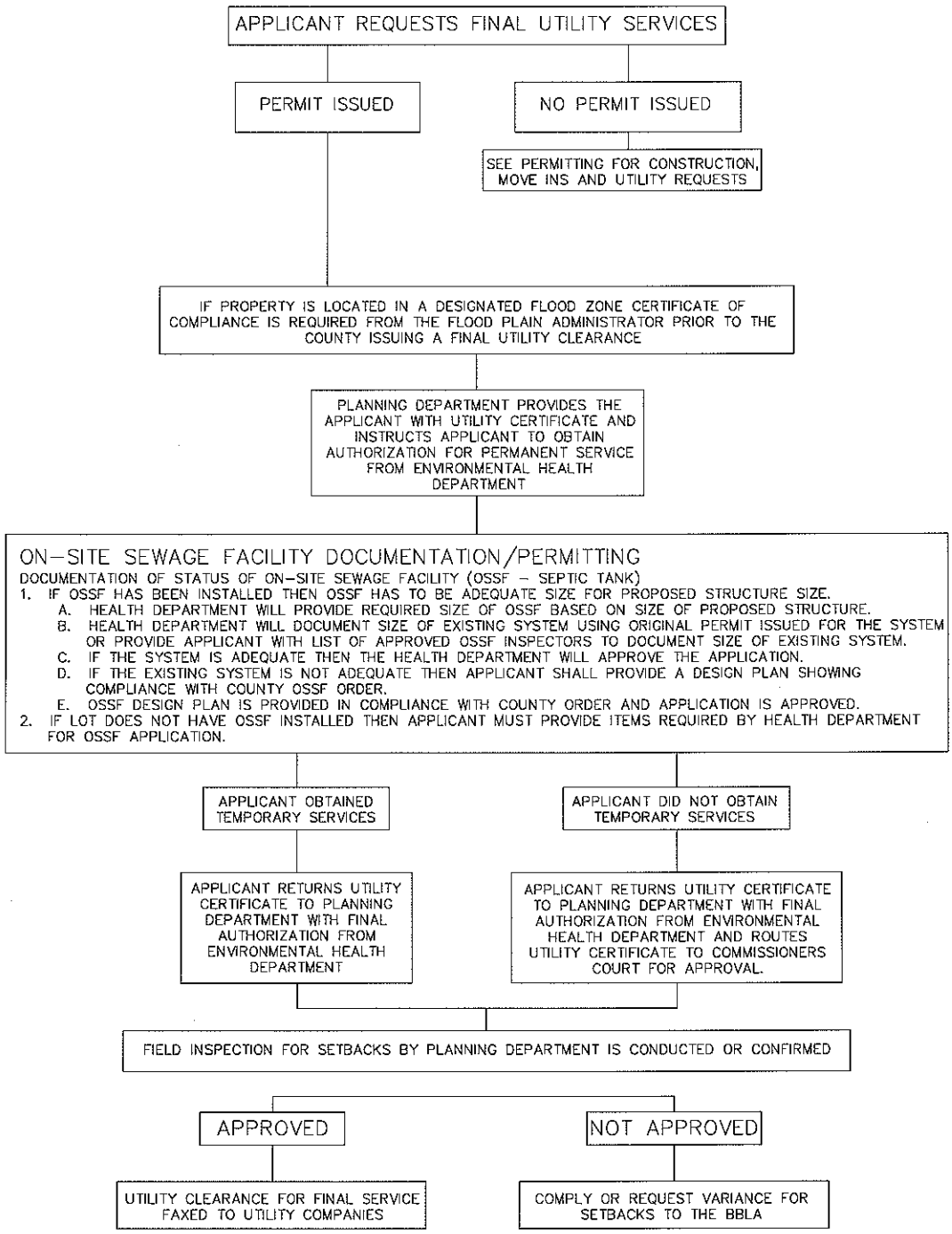
HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

NO FINAL LIGHT OR WATER CLEARANCES SHALL BE ISSUED UNLESS RESIDENCE HAS BEEN CONNECTED TO OSSF AND ALL COUNTY REQUIREMENTS HAVE BEEN MET.

REV: 4/7/10

HIDALGO COUNTY PLANNING DEPARTMENT RESIDENTIAL APPLICATION FLOW CHART

REQUESTS FOR FINAL UTILITIES



HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

NO FINAL LIGHT OR WATER CLEARANCES SHALL BE ISSUED UNLESS RESIDENCE HAS BEEN CONNECTED TO OSSF AND ALL COUNTY REQUIREMENTS HAVE BEEN MET.

REV: 4/7/10

AI-20699 **17.A.**

2010 - Leasing - City of Pharr

CC REGULAR

Date:	04/13/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Pharr for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals of Contract for Lease Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: 2010 Lease - City of Pharr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/09/2010 08:20 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 08:26 AM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 08:38 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/07/2010 04:15 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PHARR, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 8, 2010, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on May 8, 2010, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

(A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide information for election officers.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines;

(B) Flat rate of $50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day;

(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;

(D) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;

(E) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and

(F) The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.

(G) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Early Voting Electronic Poll book with Voter Registration Database of $100.00 per day, plus a $20.00 charge per polling location for each username and password.

6.03 Early Voting laptop rental, including notebook, insurance, and delivery fee @ $150.00 charge per laptop, plus a charge for printer labels, Dymo printer and wireless cards.

6.04 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.

6.05 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.

6.06 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.07 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and <u>returned</u> with the signed contract.

6.08 Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice. Except as may be otherwise specifically provided in this contract, all

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Leopoldo Palacios, Jr.
Mayor
P. O. Box 1729
Pharr, TX 78577

6.08 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and

supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF PHARR
NAME OF LEASING ENTITY

BY: Leo "Polo" Palacios Jr

PRINT: Leopoldo "Polo" Palacios Jr.

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Hilda Pedraza

PRINT: Hilda Pedraza

TITLE: City Clerk

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20701 **17.B.**

2010 - Leasing - City of La Villa

CC REGULAR

Date:	04/13/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of La Villa for their election to be held on May 8, 2010.

BACKGROUND

One (1) original of Contract for Lease Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: 2010 - Lease - City of La Villa

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/09/2010 08:20 AM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 08:27 AM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 08:40 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/07/2010 04:22 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF LA VILLA, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 8, 2010, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on May 8, 2010, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

(A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide information for election officers.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder

have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines;
(B) Flat rate of $50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(D) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(E) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and
(F) The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.
(G) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.

6.03 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.

6.04 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.05 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and <u>returned</u> with the signed contract.

6.06 Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii)

sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Hector Elizondo
Mayor
City of La Villa
P. O. Box 60
La Villa, TX 78562

6.07 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF LA VILLA
NAME OF LEASING ENTITY

BY: Hector Elizondo

PRINT: Hector Elizondo

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Lupita Suarez

PRINT: Lupita Suarez

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20694 **17.C.**

2010 - Full Contract - Red Sands Groundwater Conservation District
CC REGULAR

Date:	04/13/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and Red Sands Groundwater Conservation District for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Red Sands - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	04/09/2010 04:33 PM	APRV
2	Budget & Management	Angela Garcia	04/09/2010 04:33 PM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 04:44 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/07/2010 03:58 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and RED SANDS GROUNDWATER CONSERVATION DISTRICT hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 08, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 08, 2010, election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I

PURPOSE

1.01. **The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on May 08, 2010, and any Runoff, if applicable.**

ARTICLE II

SERVICES

2.01. **The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:**

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for THE ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged according to a third party printing vendor;

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) **Ballots (preparation and distribution only);**
2) **Election kits; and**
3) **Ballot boxes and voting booths**

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

(N) Prepare U.S. Department of Justice pre-clearance for the election;

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 THE ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under

Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Election Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder

have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines;
B. Flat rate of $50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day;
C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
D. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
E. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.
G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.02 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and
F. No charge for a digital copy of the Voter Registration list sent to Entity for self printing or if printing is necessary the fee will be charged as set by third party vendor.

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, maps, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.
C. Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections Administrator.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Aaron I. Vela
Red Sands Groundwater Conservation District
200 E. Cano
Edinburg, TX 78539

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

RED SANDS GROUNDWATER CONSERVATION DISTRICT
NAME OF ENTITY

BY: _____

PRINT: Javier Moreno

TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Laura Guerra Ramirez

TITLE: Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20702 **18.A.**

Week of the Young Child

CC REGULAR

Date:	04/13/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Proclamation for Week of the Young Child

BACKGROUND

Fiscal Impact

Attachments

Link: Week of the Young Child

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 04:41 PM	APRV
2	Roland Garcia	Rolando Garcia	04/09/2010 09:26 AM	APRV
3	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Linda Galaviz — Started On: 04/07/2010 04:26 PM

Final Approval Date: 04/09/2010

WEEK OF THE YOUNG CHILD PROCLAMATION

Whereas the "Week of the Young Child" is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 90,000 members and a network of over 300 local, state, and regional Affiliates; and

Whereas the purpose of the "Week of the Young Child" is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs; and

Whereas the Hidalgo County Head Start Program under the leadership of the County Commissioners' and Policy Council, share a vision of dedicated services to the economic and social well-being of children and families and are committed to their safety, education and healthy development, with strong community support; and

Whereas the Hidalgo County Head Start Program under the leadership of the Commissioner's Court and the Policy Council, provides quality services to 3,690 children between the ages of 3-5 from the neediest families in the County of Hidalgo; and

Whereas these services are in the area of education, health, dental health , mental health, nutrition, special and social services; and

Whereas the Hidalgo County Head Start program encourages families to engage in family and community activities that encourage children to explore and develop confidence and literacy skills; and

Whereas the designation of a week of special recognition for the children of Hidalgo County will provide an opportunity for caregivers to reflect on the children's future;

NOW, THEREFORE, the Commissioners Court of Hidalgo County, do hereby proclaim the week of April 19 through the 23rd of 2010 to be "Week of the Young Child" in Hidalgo County, Texas, and urge all citizens to work together to help provide children with the support they need to develop skills and confidence, and to find the inner strength and the will and fire of the human spirit to make their dreams come true.

Dated this 13th day of April, 2010.

_____
Rene A. Ramirez
Hidalgo County Judge

_____
Arturo "A.C." Cuellar, Jr.
Commissioner Pct. 1

_____
Héctor "Tito" Palacios
Commissioner Pct. 2

_____
Joe M. Flores
Commissioner Pct. 3

_____
Oscar Garza Jr.
Commissioner Pct. 4

AI-20663 **19.A.**

BCAP - Approval to create one (1) Colonia Access Pgm. Coordinator position, slot no. 0003

CC REGULAR

Date:	04/13/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

1. Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0003, salary in the amount of $40,677.00.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-115-042-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures, available in Pct. 1 BCAP funds as of 04/06/10. (Pending approval of interdept. transfer)

Attachments

Link: PAR

Link: Job Description

Link: Fiscal Note

Link: Revised salary schedule

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/09/2010 01:19 PM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 01:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2010 02:27 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sylvia Solis Started On: 04/06/2010 11:21 AM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Colonia Access Program (115-042) DATE: 04/06/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE: Colonia Access Program Coordinator

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	N/A	GRADE 9 & STEP 6	$	$40,677.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

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

☒ Other PCT. 1 BCAP FUNDS

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position is essential for the management, oversight and monitoring of BCAP projects within the Precinct and County Wide. The coordinator will be Liaison between the Colonia residents and the contractor. The position will track daily activities at the construction site as well as keeping records on County force account projects. The coordinator will report all activities and keep financial expenditures for the CAP Director.

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

PLEASE SEE ATTACHED JOB DESCRIPTION.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4/6/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/9/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE

Job Title:	**Colonia Access Program Coordinator**	**FLSA Status:**	**Non-Exempt**
Department Code:	115-042	**Civil Service Status:**	**Non-Exempt**

SUMMARY:

This is highly sensitive position that provides support in administering, monitoring and managing the Border Colonia Access Program including researching data and producing reports on grant. Will coordinate with other government and public/private agencies; and representing the Commissioner at public functions, meetings, etc. as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will monitor existing grant.
- Assist in applying for other grants and programs.
- Urban County Program Funding
- Oversees BCAP projects within Precinct and will be the contact person for Commissioner with the Colonia Access Program Director, project engineer, contractor, TXDOT, and others as necessary.
- Will coordinate with Director on public hearing on projects and other grant programs.
- Supports in research for preparing, presenting and submitting reports and/or requests to immediate supervisor for approval.
- Employee will monitor financial planning schedule for special projects and programs.
- Employee will be the precinct's liaison between public and/or entities, and will be providing assistance to public, external agencies, and persons requesting information.
- May attend meetings, seminars, trainings, etc.
- Other duties as required.

QUALIFICATIONS 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).

- Bachelor's degree in public administration, economics or a related field and/or six (6) years experience in public infrastructure construction and project management.

CERTIFICATES, LICENSES AND REGISTRATIONS

- Must possess a valid Texas Driver's License
- Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

- Ability to review engineering construction plans with knowledge of road construction standards and practices.
- Knowledge of the principals and practices of grant financial administration.
- Thorough knowledge of state agencies and programs.
- Ability to understand, follow and/or give oral and written instructions.
- Ability to communicate effectively, especially orally, with p0ersons of varying education backgrounds.
- Ability to maintain and complete accurate records.
- Employee shall be ale to make decisions/corrections as needed and must have strong public relations skills both written and oral.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed' duties may change according to the changing needs of the County and/or the Colonia Access Program.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to sit and use hands to operate tools or controls; reach with hands and arms; and talk and hear. The employee is required to stand; walk; sit; and stoop, kneel, crouch, or crawl, and possess the ability to adjust focus.

The employee must regularly lift and/or move over twenty-five (25) pounds, sit for extended periods of time, and operate assigned equipment. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Demonstrating intellectual capabilities.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all Departments' safety regulations.

LANGUAGE SKILLS

Bilingual preferred

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 20663

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, April 13, 2010

Summary of request/proposal:
Colonia Access Program (1200):
Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0003, Grade level 09.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Colonia Access Program Coordinator	0003	113	9	6	0.00	40,677.00	40,677.00
					TOTAL:	0.00	40,677.00	40,677.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-115-042-0- 113	COLONIA ACCESS PROGRAM -	REG F/T EMPLOYEES	$29,455.76
0-1200-431-00-115-042-0- 211	COLONIA ACCESS PROGRAM -	HEALTH INSURANCE	$1,960.21
0-1200-431-00-115-042-0- 212	COLONIA ACCESS PROGRAM -	LIFE INSURANCE	$19.55
0-1200-431-00-115-042-0- 220	COLONIA ACCESS PROGRAM -	FICA	$2,253.37
0-1200-431-00-115-042-0- 230	COLONIA ACCESS PROGRAM -	RETIREMENT	$2,804.19
0-1200-431-00-115-042-0- 250	COLONIA ACCESS PROGRAM -	UNEMPLOYMENT COMP	$147.28
0-1200-431-00-115-042-0- 260	COLONIA ACCESS PROGRAM -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$36,640.36

2011 Budgetary Impact: $50,598.59

Possible Funding Sources: PCT. 1 BCAP FUNDS (PENDING INTERDEPT. TRANSFER)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-115-042-0

AI - 20663

COLONIA ACCESS PROGRAM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	COLONIA ACS PRGM DIRECTOR				66,940.00	66,940.00	360.00	0.00	0.00	0.00	0.00	67,300.00
0002	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	38,408.00	38,788.00	360.00	0.00	0.00	0.00	0.00	39,148.00
0003	**113**	**CREATE THE FOLLOWING: ↓ COLONIA ACCESS PROGRAM COORDINATOR**	9	6	**40,677.00**	**40,677.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					38,408.00	105,348.00	105,728.00	720.00	0.00	0.00	0.00	0.00	106,448.00

Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0003, Grade level 09. Pending CC approval.

DATE: April 7, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Border Colonia Access Prg

ACCOUNT NUMBER: 0-1200-431-00-1XX-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1200-431-00-121-014-0-	113	Pct 1 BCAP -	Reg F/T Employee	(29,456.00)
0-1200-431-00-121-014-0-	211	Pct 1 BCAP -	Health Insurance	(1,961.00)
0-1200-431-00-121-014-0-	212	Pct 1 BCAP -	Life Insurance	(20.00)
0-1200-431-00-121-014-0-	220	Pct 1 BCAP -	FICA	(2,254.00)
0-1200-431-00-121-014-0-	230	Pct 1 BCAP -	Retirement	(2,805.00)
0-1200-431-00-121-014-0-	250	Pct 1 BCAP -	Unemployment Comp.	(148.00)
TO				
0-1200-431-00-115-042-0-	113	Colonia Access Program -	Reg F/T Employee	29,456.00
0-1200-431-00-115-042-0-	211	Colonia Access Program -	Health Insurance	1,961.00
0-1200-431-00-115-042-0-	212	Colonia Access Program -	Life Insurance	20.00
0-1200-431-00-115-042-0-	220	Colonia Access Program -	FICA	2,254.00
0-1200-431-00-115-042-0-	230	Colonia Access Program -	Retirement	2,805.00
0-1200-431-00-115-042-0-	250	Colonia Access Program -	Unemployment Comp.	148.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefit expenditures for one (1) Colonia Access Program Coordinator position, slot no. 0003, under Border Colonia Access Program (115-042).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-20700 **20.A.**

Fuel Reimbursement

CC REGULAR

Date:	04/13/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Guadalupe Rodriguez for the purchase of fuel for the County issued Right of Way Dept vehicle in the amount of $70.70 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-260-001-0-626

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

BUDGETARY IMPACT:

Available balance of $690.59 as of 04/09/10.

Attachments

Link: Fuel Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/07/2010 04:40 PM	APRV
2	Olga Garza	Olga Garza	04/09/2010 03:33 PM	APRV
3	Auditor's Office	Angela Garcia	04/09/2010 04:47 PM	APRV

Form Started By: Sandra Garcia Started On: 04/07/2010 04:18 PM

Final Approval Date: 04/09/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Memorandum

From: Raymundo Eufracio, CPA,
Hidalgo County Auditor

From: Jose N. Pena, Right of Way Director

Date: April 7, 2010

Re: Request for Reimbursement

On March 26, 2010, while conducting official County business, Guadalupe Rodriguez, Right of Way Agent, stopped at Leo's # 3 in Mission to obtain fuel using his County assigned fleet card. While at the pump, he swiped the card and it did not work, therefore the attendant offered to assist and turned on pump not realizing the card had not been accepted. He was then advised of the mistake and was opted with paying for it from his personal account. Therefore he is requesting reimbursement in the amount of $70.70.

Please process as soon as possible out of account no. 0-1200-431-00-260-001-0-682.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Guadalupe Rodriguez, do hereby state that the item(s) listed on the invoice(s)
Purchaser's Name
named below were purchased for the exclusive use of Hidalgo County:

ODOMETER	DATE	AMOUNT	NAME OF COMPANY
37638	3/26/10	$70.70	Leo's # 3 1800 W. Griffen Pky Mission, TX 78574

TOTAL $ 70.70

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

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

SIGNATURE: _____
TITLE: ROW Agent
(PERSON MAKING PURCHASE)

ACKNOWLEDEMENT

Before me Sandra Garcia, a Notary Public, appeared Guadalupe Rodriguez and on his oath deposed and stated that the foregoing facts as set forth in the above request for reimburement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL) SANDRA GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-30-2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 04/19/2006

LEOS 3
1800 W. GRIFFEN PKY
MISSION,TEXAS 78574
956-584-3441

LEOS #3 EXXON

MISSION, TX
DEALER: 4743803-H8U

30,638 Odometer

Descr.	qty	amount
<CUSTOMER COPY>		
REG CA #06	26.194G	70.70
	@ 2.699/ G	
Sub Total		70.70
Tax		0.00
TOTAL		70.70
CREDIT $		70.70

RODRIGUEZ/GUADALUPE
ACCT/CARD #: MasterCard X5924 592
AUTH. #: 104739
INVOICE #: H8U1017

LS 232331

SHIFT 005088

THANKS, COME AGAIN
REG# 0002 CSH# 009 DR# 01 TRAN# 28694
03/26/10 11:33:42 ST# 003

AI-20706 **21.A.**

Reappointment of Housing Authority Board Member
CC REGULAR

Date:	04/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Pct. #4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Reappointment of board member by Commissioner Oscar L. Garza to the Hidalgo County Housing Authority Board.

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/08/2010 09:36 AM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW
Form Started By: Angela Garcia			Started On: 04/08/2010 09:19 AM	
Final Approval Date: 04/09/2010				

Equal Housing Opportunity

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO
MAIN OFFICE
1600 N. TEXAS BLVD.
WESLACO, TEXAS 78596
(956) 969-5865
FAX (956) 969-5863

March 16, 2010

Honorable Oscar Garza
Hidalgo County Commissioner, Pct 4
P.O. Box 1356
Edinburg, Texas 78540

Dear Commissioner Garza:

In November, 2009, you appointed Mr. Greg Garcia to serve on the Hidalgo County Housing Authority Board for the unexpired term of Mr. Rene A. Ramirez. That term currently expires May 4, 2010. The new term if you reappoint Mr. Garcia, will be from May 4, 2010 to May 4, 2012.

I respectfully request your attention to this matter at your earliest convenience. If you have any questions, I can be reached at (956) 969-5865 or (956) 867-2022. Thank you.

Sincerely,

Mike Lopez,
Executive Director

ML/dm

cc: County Judge's Office
Mr. Greg Garcia

AI-20731 **22.A.**

Hurricane Dolly Status Update

CC REGULAR

Date:	04/13/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Presentation for discussion concerning the pending GDEM / FEMA Reimbursements as related to the Hurricane Dolly disaster (FEMA 1780 EM TX).

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	04/09/2010 04:29 PM	APRV
2	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Dale Kennan Started On: 04/09/2010 03:19 PM

Final Approval Date: 04/09/2010

AI-20693 **22.B.1.**

Appropriation of funds under Courthouse Security (1241)

CC REGULAR

Date:	04/13/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Courthouse Security (1241):
Approval of 2010 appropriation of funds for Courthouse Security in the total amount of $1,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1241-421-23-115-044-0-XXX

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

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of $1,000.00. Funds in the amount of $48,674.97 from fund balance avaiable for appropriation as of 04/07/10.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/07/2010 04:16 PM	APRV
2	Budget & Management	Erika Zamora	04/07/2010 04:40 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 02:08 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sylvia Solis Started On: 04/07/2010 03:56 PM

Final Approval Date: 04/09/2010

DATE: April 7, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Courthouse Security

ACCOUNT NUMBER: 0-1241-421-23-115-044-0-611

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
0-1241-421-23-115-044-0-611	Courthouse Security - Police Supplies	1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**1,000.00**

REASON: To appropriate funding for police supply expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20691 **22.B.2.**

LEOSE- Appropriation of funds

CC REGULAR

Date:	04/13/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 5
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct. #5:
Approval of 2010 appropriation of funds for the Constable Precinct 5 - LEOSE and 2009 LEOSE interest earned in the amount of $2,856.86.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

See attached appropriation.

Revenue Account: 0-1220-335-00-295-000-0-000
Receipt No. 135921
Amount: $2,855.87

Attachments

Link: backup

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	04/07/2010 04:41 PM	APRV
2	Budget & Management	Erika Zamora	04/07/2010 04:42 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 01:58 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Rosie Cantu Started On: 04/07/2010 03:26 PM

Final Approval Date: 04/09/2010

3/10/10

2009 LEOSE FUND BALANCE ANALYSIS

	2008 Ending F/B	2009 Actual Revenues	2009 Actual Expenditures	2009 Ending F/B	2009 Interest Dist.	2009 Ending F/B
Interest earnings		201.29	-	201.29		
DA LEOSE	7,125.66	1,709.30	-	8,834.96	68.74	8,903.70
Sheriff LEOSE	15,575.23	42,579.81	(48,206.89)	9,948.13	77.39	10,025.54
Constable Pct. 1 LEOSE	2,621.06	1,219.94	(3,469.96)	371.04	2.89	373.93
Constable Pct. 2 LEOSE	7,072.69	1,079.47	(1,909.22)	6,242.94	48.57	6,291.51
Constable Pct. 3 LEOSE	86.06	1,640.03	(1,508.92)	217.17	1.69	218.86
Constable Pct. 4 LEOSE	130.78	-	-	130.78	1.02	131.80
Constable Pct. 5 LEOSE	126.98	-	-	126.98	0.99	127.97
	32,738.46	48,429.84	(55,094.99)	26,073.31	201.29	26,073.31

Prepared By: Jennifer L. Garza

25,872.01

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 135921

Received From: CONSTABLE PCT. 5 LEOSE 03/04/10 Date 03/05/10

1	121711508	CONST.PCT.5	L.E.O.S.E. DISTRIBUTION	0-1220-335-00-295-000-0-000	2,855.87

Total: 2,855.87

Check Total	2,855.87
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY, TEXAS

CONSTABLE, PRECINCT _5__

FOR THE WEEK ENDING MARCH 4, 2010

To: Hidalgo County Treasurer

From: Constable **DANIEL MARICHALAR**

The following remittance represents collections for:

I. General Fund - Constable Fees

A. Total Cash Collected ..... $

B. Total Checks Collected 3 $2,855.87

Check Number	121711508	Check Amount	$2,855.87
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	

C. Constable Receipt Sequence _____

D. Total to credit account number

Precinct 1	1100-342-10-291-000-0-000	.....	$
Precinct 2	1100-342-10-292-000-0-000	.....	$
Precinct 3	1100-342-10-293-000-0-000	.....	$
Precinct 4	1100-342-10-294-000-0-000	.....	$
Precinct 5	0 1100-342-10-295-000-0-000	.....	

E. Other

1. Description of Payment _____
2. Total to credit account number _____ _____

II. Law Enforcement Officer Standards and Education Funds

Credit Account Number

Precinct 1	1220-421-00-291-002-0-581	.....	$
Precinct 2	1220-421-00-292-002-0-581	.....	$
Precinct 3	1220-421-00-293-002-0-581	.....	$
Precinct 4	1220-421-00-294-002-0-581	.....	$
Precinct 5	0 1220-421-00-295-002-0-581	.....	2855.87

Grand Total Remitted to the County Treasurer $2,855.87

APPROVED BY: DANIEL MARICHALAR 4-Mar-10

Constable Signature

PREPARED BY: ROXANNE ELIZONDO

Assistant's Signature

Treasurer Receipt No:

*NOTE: Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with Local Government Code 113.022.

COUNTY AUDITOR'S FORM: AS-C-004

REVISED: 3/01

Texas Comptroller of Public Accounts

121711508 FEBRUARY 25, 2010

TREASURY WARRANT NO.
121711508

022410 0116 902 9P100548 17460007176 059
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY TWO THOUSAND EIGHT HUNDRED FIFTY FIVE DOLLARS AND 87/100 $2,855.87

TO HIDALGO COUNTY CONSTABLE PRECINCT 5
PO BOX 324
ELSA, TX 78543-0324

VOID AFTER
08/31/2012

Susan Combs

⑈304⑈ ⑆111900164⑆ ⑈121711508⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P100548	$2,855.87

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 059 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 5
WARRANT NO: 121711508 ISSUE DATE: 02/24/2010 WARRANT TOTAL: $2,855.87

No. 121711508 — NOT NEGOTIABLE — Detach here before depositing →

DATE: April 7, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Constable Precinct 5

ACCOUNT NUMBER: 0-1220-XXX-00-295-00X-X-XXX

Contact Person: Rosalinda Cantu **Ph#:** 292-7025 ext 5408

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
0-1220-421-00-295-002-0-583	CONSTABLE PCT.5 LEOSE- TRAVEL OUT OF CO	2,355.87
0-1220-421-00-295-002-0-584	CONSTABLE PCT.5 LEOSE- REGISTRATION FEES	500.00
0-1220-421-00-295-002-0-584	CONSTABLE PCT.5 LEOSE- REGISTRATION FEES	Interest Earned 0.99
0-1220-335-00-295-000-0-000	CONSTABLE PCT.5- LEOSE REVENUE	2,855.87
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,856.86

REASON: TO APPROPRIATE LEOSE INTEREST EARNED IN 2009 AND L.E.O.S.E. REVENUE FUNDS. INTEREST EARNED IN THE AMOUNT OF $0.99 TO BE APPROPRIATED FROM FUND BALANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20712 **23.A.4.**

Consulting Services-Feasibility Study-Development-Commuter Rail System/Hidalgo County

CC REGULAR

Date:	04/13/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation of scoring grid (for the purposes of ranking by CC) in connection with the responses received for the request for qualifications for RFQ No.: 2010-031-01-27CGV-"Consulting Services for a Feasibility Study for Development for a Commuter Rail System" project for Hidalgo County and thus continue with the next phase of the procurement process;

1. _____ 2._____ 3._____

4._____ 5._____

b. Requesting authority for Purchasing Department and Commuter Rail District Board to enter into negotiations with number one ranked participant in order to present finalized negotiations for acceptance and award of a contract/letter of engagement for the provision of professional consulting services for a Feasibility Study consideration and award.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Ms. Erika Reyna has informed Purchasing (through e-mail attached) that notification of award of EECBG grant has been received.
Acceptance of grant and appropriation of funds to be presented before CC on 04/20/10.

Attachments

Link: Participation Log

Link: Acceptance Log

Link: scoring grid

Link: comuter rail feasibility

Link: make it official

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 05:06 PM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 08:27 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2010 01:43 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 04/08/2010 11:54 AM

Final Approval Date: 04/09/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **January 27, 2010** **RFQ ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROJECT DESCRIPTION: **"CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A COMMUTER RAIL SYSTEM -HIDALGO COUNTY"**

RFQ NO: **2010-031-01-27-CGV**

BUYER II: CRIS VILLARREAL

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROJECT REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
1.	Raba-Kistner Consultants Norma E. Salazar	**Email**	CGV nsalazar@rkci.com	11-30-09	800 E. Hackberry Ave. McAllen, Texas 78501 682-5332
2.	CDM Eduardo Parra	Email	CGV parraej@cdm.com	12-01-09	210-253-2881
3.	Raba-Kistner Consultants Kirby A Braun	**Email**	CGV kbraun@rkci.com	12-03-09	12821 W. Golden Lane San Antonio, Tx 78249
4.	Renaissance Planning Group Rhonda L. Resinger	Email	CGV Rresinger@citiesthatwork.com	12-03-09	400 North Ashely Drive Ste 1010 Tampa , FL 33602 813-254-7741 x212
5.	Michael Baker Jr. Incorporated Thomas G. Martin, P.E.	Email	CGV tmartin@mbakercorp.com	12-03-09	7700 Chevy Chase Drive Building One, Ste 210 Austin, Texas 78752 512-465-9559
6.	Kimley-Horn and Associates Inc. Chad Becker	Email	CGV Chad.becker@kimley-horn.com	12-03-09	12700 Park Central Drive Ste. 1800 Dallas, Tx 75251 972-770-1300

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PARTICIPANT LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **January 27, 2010** **RFQ ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROJECT DESCRIPTION: **"CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A COMMUTER RAIL SYSTEM HIDALGO COUNTY"**

RFQ NO: **2010-031-01-27-CGV**

BUYER II: CRIS VILLARREAL

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROJECT REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
7.	Data Transfer Solutions LLC Bart Williamson	Email	CGV bwilliamson@edats.com	12-03-09	3310 Edge View San Antonio, Tx 78259 210-481-5333
8.	Jacobs Mike McAnelly Senior Planner/Project Manager	Email	CGV Mike.mcanelly@jacobs.com	12-03-09	7950 Elmbrock Drive, Dallas, Tx 75247 214-850-9046 cell
9	Cambridge Systematics, Inc. Killian Roach	Email	CGV kroach@camsys.com	12-03-09	555 12th Street, Ste 1600 Oakland, CA 94607 510-873-4335
10	Traffic Research & Analysis, Inc. Lisa Walters	Email	CGV lisa@tra-inc.com	12-08-09	1-866-840-1500
11	Creative Consumer Research Patricia Pratt, President	**Email**	CGV ccrhouston@ccrsurveys.com	12-08-09	3945 Greenbriar Drive Stafford, Tx 77477 281-240-9646
12	Mary Rivera	**Email**	CGV mrivera@mbakercorp.com	12-08-09	
13	Alliance Transportation Group, Inc. Ms. Manon Saakstra	**Email**	CGV msaakstra@emailatg.com	12-09-09	11500 Metric Boulevard, Blg M-1, Ste 150 Austin, Tx 78758 512-821-2081
14	IMS Janice Wagner	**Email**	CGV jwagner@imsinfo.com	12-09-09	945 Hornblend St, Ste G San Diego, CA 92109 858-490-5040
15	Halff Lorena Corpus	**Email**	CGV lcorpus@halff.com	12-09-09	

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RFQ NO: **2010-031-01-27-CGV** **BUYER II: CRIS VILLARREAL**

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROJECT REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
16.	TranSytems Bruce Anderson. P.E.	**Email**	CGV branderson@transystems.com	12-09-09	3200 Southwest Freeway Suite 1350 Houston, Texas 77027 713-807-0600
17.	Basile Baumann Prost Cole & Associates Rachael M. Osberger	Email	CGV Rachael@bbpa.com	12-10-09	Nichols Center 177 Defense Highway Annapolis MD 21401 1- 410-266-7800
18.	Juan Avila	Email	CGV Jgavila52@hotmail.com	12-12-09	
19	Government Liaison Alma Walzer	**Email**	CGV acwalzer@sbinfra.com	12-14-09	S&B Infrastructure 5408 North 10th Street McAllen, Tx 78504 956-926-5042
20	Sam Garcia Rike Ogden Figueroa Allex Architects, Inc.	**Email**	CGV samg@rofainc.com	12-14-09	ROFA Architects 1007 Walnut Ave McALlen, Tx 78501 956-686-8771
21	TEDSI Infrastructure Group Maria Lugo	**Email**	CGV mlugo@tedsi.com	12-28-09	TEDSI 1201 E. Expressway 83 Mission, Tx 78572 956-424-7898
22	Dannenbaum Engineering Company-McAllen LLC Cynthia Luera	**Email**	CGV Cynthia.luera@dannenbaum.com	12-28-09	1109 Nolana Loop, Ste 208 McAllen, Tx 78504 956-682-3677

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23.	Juan Ortiz Ortiz Consulting	**Email**	CGV Cjortiz92@hotmail.com	12-28-09	Ortiz Consulting PO Box 1349 Weslaco, Tx 78596 956-647-3480
24	IMS Jenny Flanagan	**Email**	CGV jlanagan@imsinfo.com	12-28-09	945 Hornblend Street, Ste G San Diego, CA 92109 858-490-8823
25	Lockwood, Andrews & Newman Monica Wommack	**Email**	CGV jdoliver@lan-inc.com	12-29-09	8350 N. Central Expressway, Ste 1400 Dallas, Tx 75206 214-522-8778 X4781
26	Martinez Geospatial Daniel C. Cisneros	**Email**	CGV dan@mtzgeo.com	12-29-09	8868 Research Boulevard Suite 305 Austin, Tx 78758 512-538-8120
27	Cambridge Systematics, Inc. Wendy Ryan Williamson	**Email**	CGV wwilliamson@camsys.com	12-29-0-9	555 12th Street Suite 1600 Oakland, CA 94607 510-873-8700
28	Izaguirre Engineering Group LLC Diana Izaguirre	**Email**	CGV Diana.izaguirre@yahoo.com	12-30-09	7413 N. La Homa St Mission, Tx 78574 956-240-0749
29	Kenneth Benton	**Email**	CGV kjbenton@sbcglobal.com	12-30-09	
30	C3S, Inc. S. Ebow Coleman	**Email**	CGV info@c3sinc.com	12-30-09	5906 Jessamine, B-8 Houston, Tx 77081 713-432-9200

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HIDALGO COUNTY PURCHASING DEPARTMENT
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RFQ ACCEPTANCE DATE: January 27, 2010 **RFQ ACCEPTANCE TIME:** 9:30 A.M

DEPARTMENT/PROJECT DESCRIPTION: **"CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A COMMUTER RAIL SYSTEM HIDALGO COUNTY"**

RFQ NO: 2010-031-01-27-CGV **BUYER II: CRIS VILLARREAL**

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROJECT REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S
31.	S & B Infrastructure, LTD Charlotte L. Teague	**Email**	CGV slteague@sbinfra.com	12-30-09	5408 N. 10th Street McAllen, Tx 78504 956-926-5000
32	Raba-Kistner Consultants Stanley M. Wilcox	**Email**	CGV swilcox@rkci.com	12-31-09	800 E Hackberry McAllen, Tx 78501 956-682-5332 Ext 107
33.	Business Development Consultant Debbie J. Anders	**Email**	CGV Dnet125@aol.com	12-31-09	I4522 Huntmont, Dr. Cypress Tx 77429 281-373-5276
34.	BBC Research & Consulting Caroline Steed	**Email**	CGV csteed@bbcresearch.com	12-1-09	3773 Cherry Creek North Davis Suite 850 Denver, Co 80209
35	DCI Janki N. DePalma	**Email**	CGV jdepalma@dci-engineers.com	12-31-09	600 Congress Ave., Ste. 1210 Austin, Texas 78701 Ph.: 512-472-9797 Fax: 512-472-5656
36	Parsons Brinckerhoff Jack E. Heiss, P.E.	**Email**	CGV heiss@pbworld.com	12-31-09	512-947-3641
37	ARUP Steve Clark, P.E.	**Email**	CGV Steve.clark@arup.com	01-01-10	7670 Woodway Drive Ste. 162 Houston, Texas 77063 713-783-2727
38	Paul Vazaldua	**Email**	CGV Paulmv555@yahoo.com	01-04-10	
39	22nd Century Technologies Hazel Smith	**Email**	CGV hazel@tscti.com	01-04-10	2 Executive Drive, Ste. 230 Somerset, NJ 08873 Ph :732-507-7964 Fax: 501-421-3750

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HIDALGO COUNTY PURCHASING DEPARTMENT
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REQUIREMENTS/RFQ PACKETS
IBF-RFQ-RFQ-RFI

RFQ ACCEPTANCE DATE: **January 27, 2010** **RFQ ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROJECT DESCRIPTION: **"CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A COMMUTER RAIL SYSTEM HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFQ NO: **2010-031-01-27-CGV** **BUYER II: CRIS VILLARREAL**

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROJECT REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
40	Providence Mart J. Black, AICP	**Email**	CGV martblack@providencee.com	01-04-10	991 Grand Cailou Road Houma, LA 70363 Ph.; 985-581-1893 Fax: 985-876-0621
41	Halcrow, Inc. Stephen McDonagh	**Email**	CGV Mcdonaghs@halcrow.com	01-04-10	3737 Executive Center Drive Austin , TX Ph.: 512-501-4977 Fax: 512-501-4981
42.	Wilson & Company, Inc. Jimmy J. Anderson PE	Email	CGV Jimmy.anderson@wilsonco.com	01-04-10	13105 NW Freeway, Ste 710 Houston, Tx 770410 Ph: 713-934-7070 Fax: 713-934-7330
43.	DBR Engineering Sara Talarczyk	Email	CGV sgonzalez@dbrinc.com	01-05-10	Ph.: 210-546-0200 Fax: 210-546-0201
44	CDC Market Research Ray Lawrence	**Email**	CGV Rlawrende@cdsmr.com	01-05-10	1250 Wood Branch Dr., Ste., 100 Houston, Tx 77079 Ph.: 281-582-0853
45.	Halcrow Sharma Satwantie	**email**	CGV sharmasd@halcrow.com	01-05-10	
46.	Halford Busby. LLC Debbie McCuellar	**Email**	CGV dmcCullar@halfordbusby.com	01-05-10	2470 Gray Falls, Ste 210 Houston, Tx 77077 Ph.: 281-920-0110 Fax.: 281-920-1123
47.	Gignac & Associates Rachele Faterkoweski	**Email**	CGV RFaterkowski@gignac-associates.com	01-05-10	416 Starr Street Corpus, Christi, Tx 78401 Ph.:361-884-2661 Fax: 361-884-4232

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
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IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **January 27, 20103** **RFQ ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROJECT DESCRIPTION: **"CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A COMMUTER RAIL SYSTEM HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFQ NO: **2010-031-01-27-CGV**

BUYER II: CRIS VILLARREAL

	NAME OF PARTICIPANT: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROJECT REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
48.	Edminster, Hinshaw, Russ and Associates, Inc. Diana Larranaga	**Email**	CGV dlarranaga@ehrainc.com	01-05-10	10555 Westoffice Drive Houston, Tx 77042 Ph.: 713-784-4500 Ext 2294 Fax: 713-784-4577
49.	Economic & Planning Systems Inc Michelle Mayer	Email	CGV mmayer@epssac.com	01-05-10	Economic & Planning Systems In.c Sacramento CA PH.: 916-649-8010 Fax: 916-649-2070
50.	Melden and Hunt, Inc. Michael Hernandez	**Email**	CGV mike@meldenandhunt.com	01-05-10	115 W. McIntyre St. Edinburg, Tx 78541 Ph.: 381-0981 Fax: 381-1839
51.	Deal Sikes & Associates Matthew C. Deal, CPE	Email	CGV mdeal@dealsikes.com	01-06-10	3901 Bellaire Blvd., Ste A Houston, Tx 77025 Ph: 713-662-3500 Faz: 713-357-4599
52.	V&A Sally A Stewart	Email	CGV sstewrt@vaenigineering.com	01-07-10	1 Riverway, Suite 1700 Houston, Tx 77056 Ph.: 713-840-6490 Fax: 713-840-6491
53.	Vickrey & Associates, Inc. Rob Clark, P.E.	Email	CGV rclark@vickreynet.com	01-06-10	12940 Country Parkway San Antonio, Tx 78216 Ph.: 210-349-3271 Fax: 210-349-2561

***VIA:**
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HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMUTER RAIL BOARD

RFQ ACCEPTANCE DATE: January 27, 2010	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "Consulting Services for a Feasibility Study for Development of a Commuter Rail System"

RFQ NO: 2010-01-01-20CGV

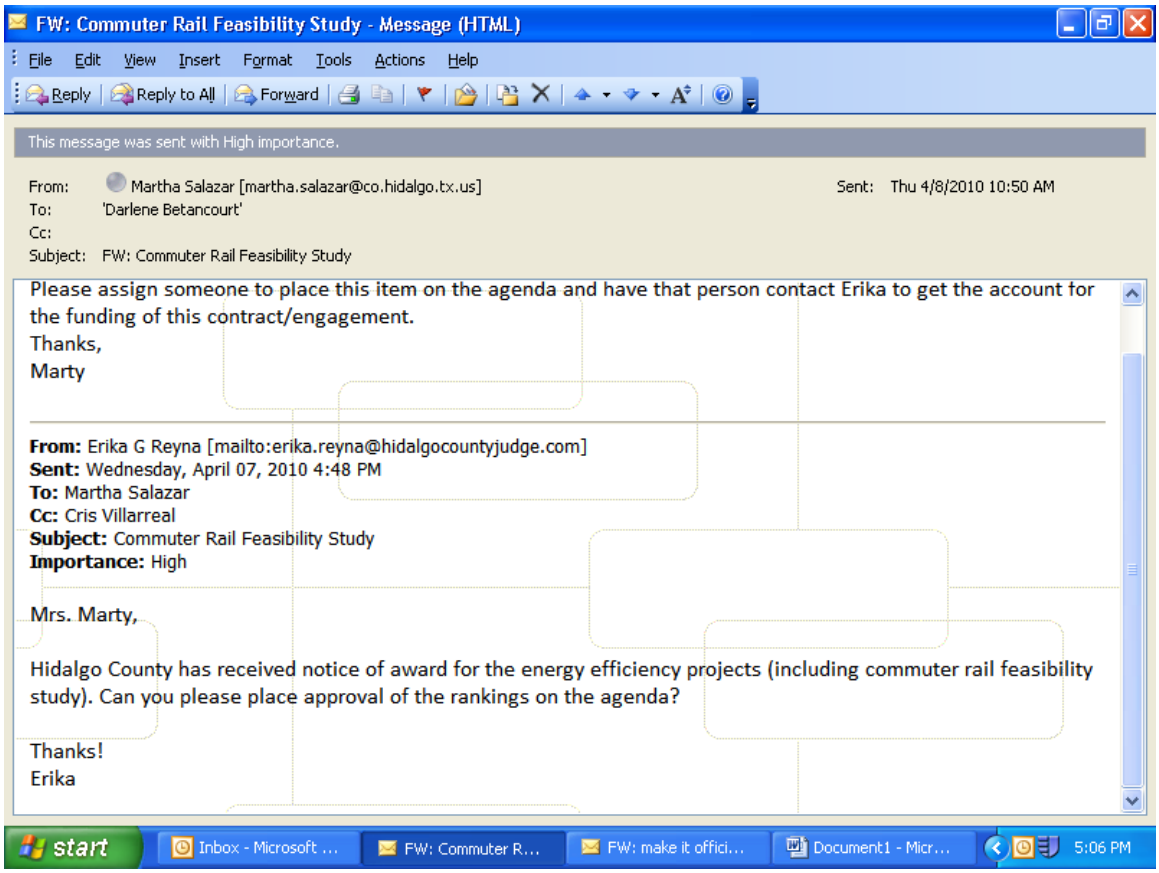
RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	CDM	√√	√
#02	Lockwood, Andrews & Newman	√√	√
#03	ARUP	√√	√
#04	Izaguirre Engineering Group	√√	√
#05	Kimley-Horn & Associates	√√	√
#06			
#07			
#08			
#09			
#10			

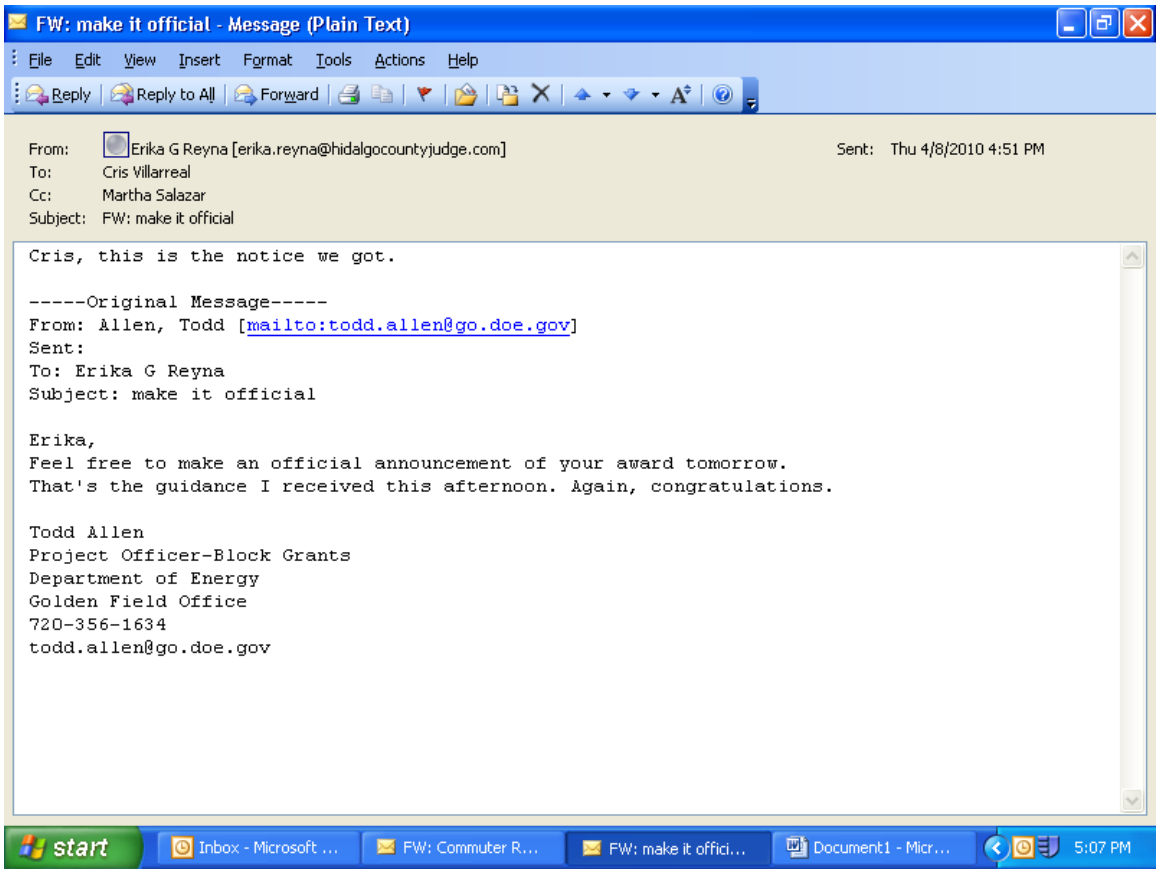
HIDALGO COUNTY

CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR DEVELOPMENT FOR A NEW COMMUTER RAIL SYSTEM

EVALUATION SCORING GRID

Participants:→→	CDM	Kimley-Horn	ARVP	Lockwood, Andrews & Newman	Izaguirre Engineering Group
Grader #1:	80	92	95	88	43
Grader #2	99	99	99	98	45
Grader #3	94	95	84	93	62
Grader #4	65	88	94	100	78
Total and/or Average:	338/ 84.5	374/ 93.5	372/ 93.0	379/ 94.7	228/ 57.0
Ranking:					


FW: Commuter Rail Feasibility Study - Message (HTML)
File Edit View Insert Format Tools Actions Help
Reply Reply to All Forward
This message was sent with High importance.
From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thu 4/8/2010 10:50 AM
To: 'Darlene Betancourt'
Cc:
Subject: FW: Commuter Rail Feasibility Study
Please assign someone to place this item on the agenda and have that person contact Erika to get the account for the funding of this contract/engagement.
Thanks,
Marty
From: Erika G Reyna [mailto:erika.reyna@hidalgocountyjudge.com]
Sent: Wednesday, April 07, 2010 4:48 PM
To: Martha Salazar
Cc: Cris Villarreal
Subject: Commuter Rail Feasibility Study
Importance: High
Mrs. Marty,
Hidalgo County has received notice of award for the energy efficiency projects (including commuter rail feasibility study). Can you please place approval of the rankings on the agenda?
Thanks!
Erika
start
Inbox - Microsoft ...
FW: Commuter R...
FW: make it offici...
Document1 - Micr...
5:06 PM


FW: make it official - Message (Plain Text)
File Edit View Insert Format Tools Actions Help
Reply Reply to All Forward
From: Erika G Reyna [erika.reyna@hidalgocountyjudge.com]
Sent: Thu 4/8/2010 4:51 PM
To: Cris Villarreal
Cc: Martha Salazar
Subject: FW: make it official
Cris, this is the notice we got.
-----Original Message-----
From: Allen, Todd [mailto:todd.allen@go.doe.gov]
Sent:
To: Erika G Reyna
Subject: make it official
Erika,
Feel free to make an official announcement of your award tomorrow.
That's the guidance I received this afternoon. Again, congratulations.
Todd Allen
Project Officer-Block Grants
Department of Energy
Golden Field Office
720-356-1634
todd.allen@go.doe.gov
start
Inbox - Microsoft ...
FW: Commuter R...
FW: make it offici...
Document1 - Micr...
5:07 PM

AI-20658 **23.A.5.**

Sheriff's Office Damaged Wall Repair -Award to Herrera and Hunt.
CC REGULAR

Date:	04/13/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval to award the proposal solicited and received, reviewed and recommended by Richard Sunday, Hidalgo County's Facilities Management Department from Herrera and Hunt, Inc. (awarded JOC vendor through Hidalgo County's membership/participation with Harris County Department of Education's Job Order Contracting Program) meeting all specifications and/or requirements for the provision of labor, material and related accessories, including , but not limited to the "Repairs to Damaged Block Wall in the Dumpster Area of the Adult Detention Center" in the amount of $44,201.23.

BACKGROUND

Wall was originally damanged by the City of Edinburg in collecting dumpster.
Claim to City of Edinburg never made on a timely basis.
Funding for project was not available from either then Buildings & Grounds or Sheriff's Office budgets.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-431

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

BUDGETARY IMPACT:

Pending LIT (AI#20727) in the amount of $50,000.00.

Attachments

Link: Ltr

Link: MSS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/09/2010 02:03 PM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 03:28 PM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 04:38 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW
Form Started By: Moises Salazar			Started On: 04/01/2010 10:29 AM	

Final Approval Date: 04/09/2010

FACILITIES MANAGEMENT
County Of Hidalgo

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/22/10 BY:

19 March 2010

Attn: Mr. Valde Guerra, Executive Director
From: Rick Sunday

Re: Lowest Total Cost to Repair the County Jail Wall

Dear Mr. Guerra,

It appears resolving the crumbling County Jail wall adjacent to the trash dumpsters has benn going around in circles for over a year, so Chief Martinez and Juan Tapia at the County Jail asked me to help. I have researched it thoroughly and would like to make a recommendation please.

To bid out the repair of the crumbling jail wall, we must first be able to provide potential bidders with the scale, scope, and specification of work necessary. Since it is a structural issue caused by cyclic loading of the dumpster drivers repeatedly bumping into the wall, it would appear that we need Professional Engineering (PE) oversight to develop such specifications. To that end, I've obtained the cost of such specification from S&B Engineering, which totals $43,816.08 just to tell us in writing what needs to be done, no actual repair work included.

In contrast, with PE oversight from Fresnos Systems (Manuel Flores, PE) included in the proposal, Herrera & Hunt (H&H), a Job Order Contractor (JOC) has submitted to me a very detailed proposal to actually repair the wall and eliminate the root cause (install barriers) for a total of $44,201.23.

Despite H&H's use of the very competitive, already state-contracted RS Means costing method, let's suppose we could bid out the repair work and get it done for 30% less than H&H's proposal, or approximately $30,941. Let's also suppose we could obtain another PE proposal to develop specifications for 30% less than S&B's, or about $30,671. Together, that would total approximately $61,162, or about $17,410.77 more than if we contracted H&H to do the complete repair work with PE oversight included.

In addition, there are no change orders using a JOC like H&H. Such might not be the case with a "time and material" bidder typically seeking to bid low, then profit with a

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

change order by claiming something needs done above and beyond the original scope of work (which "couldn't be determined until after getting into the job"). As for timeliness, a critical issue in this instance due to safety and security considerations the Sheriff's Dept. has endured at the County Jail for over a year, H&H could start the work within five days of receiving purchase order. Bidding it out T&M would take an additional 60 days versus utilizing a JOC like H&H.

With the aforementioned deductive reasoning in mind, I am inclined to recommend to the County Sheriff's office that should they so desire, it would appear that pursuing H&H (a legally state contracted Job Order Contractor) to do the work with Commissioners' Court approval may very well prove much more cost effective and timely, as opposed to paying a separate PE fee and bidding out the repair work, "time and material."

Should you have any additional questions or concerns, please do not hesitate to contact me. Thank you for your consideration.

Respectfully,

Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity
in Facilities Improvement to meet Internal
Customer-Focused Needs: Creating a Better Work
Environment while Optimizing Tax-payer Dollars."

CC: Anacleto Martinez, Juan Tapia

R.S. Means

Herrera & Hunt Inc.

Construction Plaza

Job Order Contracting Program Providers

63 Smiths Lane

Kingston, MA 02364-0800

Hidalgo County Detention Center

RS Means Unit Price Installing Contractor Report

Block Wall Repair

Line Number	Description	Daily Output	Quantity	Unit	Unit Material	Ext. Material	Unit Labor	Ext. Labor	Unit Equip.	Ext. Equip.	Unit Total	Ext. Total	Ext. Total Incl O&P
Division 01 General Requirements													
012153500850	Cost Adjustment Factors, dust protection, add to construction costs for particular job requirements, maximum			Costs									
012153502400	Cost Adjustment Factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum			Costs									
013113200160	Field Personnel, general purpose laborer, average		3.00	Week			$1,846.00	$5,538.00		$0.00	$1,846.00	$5,538.00	$8,517.44
013113200260	Field Personnel, superintendent, average		2.00	Week			$2,627.00	$5,254.00		$0.00	$2,627.00	$5,254.00	$8,096.41
015423700925	Scaffolding, steel tubular, heavy duty shoring, frame, buy, 5' high x 4' wide		4.00	Ea.	$110.25	$441.00		$0.00		$0.00	$110.25	$441.00	$485.10
015423700945	Scaffolding, steel tubular, heavy duty shoring, accessory, cross brace,		8.00	Ea.	$18.90	$151.20		$0.00		$0.00	$18.90	$151.20	$166.32
015423701550	Scaffolding, steel tubular, regular, accessory, guardrail post,		8.00	Ea.	$19.53	$156.24		$0.00		$0.00	$19.53	$156.24	$171.86
015423701800	Scaffolding, steel tubular, regular, accessory, plank, 2" x 10" x 16' long		4.00	Ea.	$53.55	$214.20		$0.00		$0.00	$53.55	$214.20	$235.62
015433406250	Wall saw, w/hydraulic pwr, 10 H.P		3.00	Day+		$0.00		$0.00	$134.40	$403.20	$134.40	$403.20	$443.52

015433406410	Rent toilet portable chemical		4.00	Week+		$0.00		$0.00	$62.80	$251.20	$62.80	$251.20	$276.32
019313040080	Caulking masonry, recaulk only, silicone, excl. staging	195.00	120.00	L.F.	$0.56	$66.78	$2.43	$291.38		$0.00	$2.98	$358.16	$544.92
019313160810	Electrical Facilities Maintenance, control device, disassemble, clean and reinstall	7.00	2.00	Ea.		$0.00	$79.52	$159.04		$0.00	$79.52	$159.04	$244.29
019313162510	Electrical Facilities Maintenance, remove and replace or maintain, fluorescent fixture	7.00	4.00	Ea.	$75.60	$302.40	$79.52	$318.08		$0.00	$155.12	$620.48	$825.66
019313162515	Electrical Facilities Maintenance, remove/replace or maintain, fluorescent fixture, re-lamp, each tube	60.00	8.00	Ea.	$6.88	$55.02	$9.30	$74.41		$0.00	$16.18	$129.43	$174.66
019313162518	Electrical Facilities Maintenance, remove and replace or maintain, fluorescent fixture, clean (area)	44.00	4.00	Ea.	$0.11	$0.42	$12.64	$50.55		$0.00	$12.74	$50.97	$78.21
019313162550	Electrical Facilities Maintenance, remove and replace or maintain, replace other lighting parts, switch	11.00	2.00	Ea.	$7.77	$15.54	$50.41	$100.82		$0.00	$58.18	$116.36	$172.86
019313162555	Electrical Facilities Maintenance, remove and replace or maintain, replace other lighting parts, receptacle	11.00	2.00	Ea.	$10.92	$21.84	$50.41	$100.82		$0.00	$61.33	$122.66	$180.40
Totals for Division 01 General Requirements					$304.06	$1,424.64	$4,757.23	$11,887.10	$197.20	654.40	$5,258.49	$13,966.14	$20,613.60
Division 02 Existing Conditions													
024119166100	Selective demolition, cutout, drywall, to 5/8" thick, openings to 5 S.F., excludes re-framing, loading and disposal	24.00	56.00	Ea.		$0.00	$15.69	$878.70		$0.00	$15.69	$878.70	$1,439.30
024119190100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only		10.00	Ton	$94.50	$945.00		$0.00		$0.00	$94.50	$945.00	$1,039.50

024119230800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost.		1.00	Week	$892.50	$892.50		$0.00		$0.00	$892.50	$892.50	$981.75
024119230920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost.		1.00	Ea.	$210.00	$210.00		$0.00		$0.00	$210.00	$210.00	$231.00
024119231080	Selective demolition, rubbish handling, dust partition, 4' x 8' panels, 2" x 4" frame, 6 mil polyethylene, cost to be added to demolition cost.	2,000.00	500.00	S.F.	$0.25	$126.00	$0.47	$234.30		$0.00	$0.72	$360.30	$526.37
024119233040	Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost.	48.00	30.00	C.Y.		$0.00	$31.95	$958.50	$13.90	$417.00	$45.85	$1,375.50	$2,022.97
024119233120	Selective demolition, rubbish handling, loading & trucking, wheeled 50' and ramp dump loaded, includes 2 mile haul, cost to be added to demolition cost.	24.00	30.00	C.Y.		$0.00	$31.24	$937.20		$0.00	$31.24	$937.20	$1,533.26
024119251220	Selective demolition, saw cutting, masonry walls, block, solid, per inch of depth	250.00	48.00	L.F.	$0.45	$21.67	$3.34	$160.18	$3.37	$161.76	$7.16	$343.61	$458.70
Totals for Division 02 Existing Conditions					$1,197.70	$2,195.17	$82.69	$3,168.87	$17.27	$578.76	$1,297.66	$5,942.80	$8,232.85
Division 03 Concrete													
032110600202	Reinforcing Steel, in place, columns, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	3,000.00	212.00	Lb.	$0.44	$93.49	$0.71	$150.52		$0.00	$1.15	$244.01	$355.11
033105350150	Structural concrete, ready mix, normal weight, 3000 psi, includes local aggregate, sand, Portland cement and water, delivered, excludes all additives and treatments		4.00	C.Y.	$101.85	$407.40		$0.00		$0.00	$101.85	$407.40	$448.14
Totals for Division 03 Concrete					$102.29	$500.89	$0.71	$150.52	$0.00	$0.00	$103.00	$651.41	$803.25

Division 04 Masonry													
040120400050	Sawing masonry, brick or block, by hand, per inch depth	125.00	277.00	L.F.		$0.00	$3.01	$833.88	$0.59	$163.43	$3.60	$997.31	$1,549.01
040120500720	Toothing masonry, blockwork, hard mortar	50.00	197.00	V.L.F.		$0.00	$7.53	$1,482.62		$0.00	$7.53	$1,482.62	$2,434.47
040505100460	Selective demolition, masonry, concrete block walls, reinforced alternate courses & vertically 48" on center, 8" thick	800.00	746.00	S.F.		$0.00	$0.94	$699.15		$0.00	$0.94	$699.15	$1,155.00
040516300250	Grout, concrete masonry unit (CMU) cores, 8" thick, 0.258 C.F./S.F., pumped, excludes blockwork	680.00	748.00	S.F.	$1.16	$863.94	$2.51	$1,880.02	$0.19	$142.12	$3.86	$2,886.08	$4,103.42
040519161050	Masonry anchors, cavity wall ties, rectangular type, galvanized, 1/4" diameter, 2" x 8" or 4" x 6"	10.50	2.50	C	$85.58	$213.94	$45.44	$113.60		$0.00	$131.02	$327.54	$417.66
040519260015	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	450.00	100.00	Lb.	$0.42	$42.00	$1.05	$105.08		$0.00	$1.47	$147.08	$215.17
040519260050	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	350.00	172.00	Lb.	$0.42	$72.24	$1.35	$232.03		$0.00	$1.77	$304.27	$455.58
042210143150	Concrete block, back-up, lightweight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, vertical reinforcing and grout	420.00	748.00	S.F.	$3.26	$2,434.74	$5.21	$3,898.13		$0.00	$8.47	$6,332.87	$8,934.71
042210160130	Concrete block, bond beam, normal weight, 2000 psi, 8" x 8" x 16", includes mortar, excludes scaffolding, horizontal reinforcing, vertical reinforcing and grout	565.00	72.00	L.F.	$2.63	$189.00	$3.88	$279.12		$0.00	$6.50	$468.12	$657.83
Totals for Division 04 Masonry					$93.45	$3,815.86	$70.91	$9,523.63	$0.78	$305.55	$165.14	$13,645.04	$19,922.84
Division 05 Metals													

050521901400	Welding structural steel in field, single pass, 0.2 Lb/LF, 3/16" thick, continuous fillet, type 6011	75.00	50.00	L.F.	$0.49	$24.68	$7.38	$369.20	$1.94	$97.00	$9.82	$490.88	$811.69
Totals for Division 05 Metals					$0.49	$24.68	$7.38	$369.20	$1.94	$97.00	$9.82	$490.88	$811.69
Division 09 Finishes													
090505100240	Ceiling demolition, gypsum board, on suspension system, remove	720.00	500.00	S.F.		$0.00	$1.05	$525.40		$0.00	$1.05	$525.40	$859.03
090505300280	Walls and partitions demolition, concrete block, 8" thick, remove damaged blocks	810.00	746.00	S.F.		$0.00	$2.34	$1,747.88	$0.28	$208.88	$2.62	$1,956.76	$3,113.77
092236430200	Security mesh, expanded metal, flat, screwed to framing, on ceilings, 3/4", 1.76 lb/S.F.	1,350.00	500.00	S.F.	$1.69	$845.25	$0.70	$347.90		$0.00	$2.39	$1,193.15	$1,504.16
092910303190	Gypsum wallboard, on ceilings, fire resistant, w/compound skim coat (level 5 finish), 5/8" thick	615.00	500.00	S.F.	$0.38	$189.00	$1.53	$766.80		$0.00	$1.91	$955.80	$1,467.75
092910303290	Gypsum wallboard, on ceilings, water resistant, w/compound skim coat (level 5 finish), 5/8" thick	615.00	500.00	S.F.	$0.55	$273.00	$1.53	$766.80		$0.00	$2.08	$1,039.80	$1,562.45
099123721670	Paints & Coatings, finish coats, on drywall or plaster, with roller	325.00	500.00	S.F.	$0.19	$94.50	$1.49	$743.15		$0.00	$1.68	$837.65	$1,291.50
099123721800	Paints & Coatings, walls & ceilings, interior, for ceiling installations, add			S.F.		$0.00		$0.00		$0.00		$0.00	
099123723200	Paints & Coatings, walls & ceilings, interior, masonry or concrete block, oil base, 3 coats, smooth finish, brushwork	560.00	768.00	S.F.	$0.32	$241.92	$0.79	$607.03		$0.00	$1.11	$848.95	$1,223.39
099123724000	Paints & Coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork	425.00	768.00	S.F.	$0.14	$104.83	$1.03	$793.80		$0.00	$1.17	$898.64	$1,395.72
099123728200	Paints & Coatings, walls & ceilings, interior, for work 8'-15' high, add			S.F.		$0.00		$0.00		$0.00		$0.00	
099656200400	Wall Coatings, epoxy coatings, maximum	170.00	320.00	S.F.	$1.18	$376.32	$2.43	$777.02		$0.00	$3.60	$1,153.34	$1,648.64
Totals for Division 09 Finishes					$4.43	$2,124.82	$12.90	$7,075.78	$0.28	$208.88	$17.61	$9,409.49	$14,066.42
Division 26 Electrical													

260505100100	Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, incl fittings & hangers	242.00	70.00	L.F.			$2.30	$161.03			$2.30	$161.03	$247.50
260505101640	Pull boxes & cabinets, sheet metal, 6" x 6" x 4", electrical demolition, remove, incl removal of supports and terminations	31.10	7.00	Ea.			$17.89	$125.24			$17.89	$125.24	$192.37
Totals for Division 26 Electrical							$20.19	$286.27			$20.19	$286.27	$439.87
Division 28 Electronic Safety and Security													
280505101240	Smoke detector, electrical demolition, remove	23.00	2.00	Ea.			$24.21	$48.42			$24.21	$48.42	$73.84
Totals for Division 28 Electronic Safety and Security							$24.21	$48.42	$0.00	$0.00	$24.21	$48.42	$73.84
Division 32 Exterior Improvements													
321713131300	Metal parking bumpers, pipe bollards, conc. filled/painted, 8' L x 4' D hole, 6" diam.	20.00	4.00	Ea.	$420.00	$1,680.00	$61.06	$244.24	$16.90	$67.60	$497.96	$1,991.84	$2,328.04
Totals for Division 32 Exterior Improvements					$420.00	$1,680.00	$61.06	$244.24	$16.90	$67.60	$497.96	$1,991.84	$2,328.04
Estimate Total													
Total Estimate						$11,766.06		$32,754.04		$1,912.19	$7,394.08	$46,432.29	$67,292.43
	RS Means National Averages Costs				$ 67,292.43								
	City McAllen City Costs Index Applied			0.755	$ 50,805.78								
	CFP Competitive Bid Coefficient Applied			0.870	$ 44,201.03								
	Herrera & Hunt Inc. Lump Sum Proposal				$ 44,201.03								

Notes
Add costs factor for existing interior finish and dust protection. Adds 4% to materials and 11% to labor.
Add Costs factor for working lin prisons for lost time of additional security and lock downs. Adds 30% to labor
Had to remove interior clean up of floors 017413200052 as this has been disallowed by CFP. Cost for same must now be in Owner Accepted General Labor. (Adjusted by 012153502350 and 012153502400)
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Cost for original line item 040120500520 referenced brick in lue of block, huge cost increase to $2,700.00 changed to 040120500720 referenced block Price back in line to original proposal. (Adjusted by 012153502350 and 012153502400)
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Adding costs of installing Bollards in front of compactor preventing trucks from pushing back into trash compactor. (Adjusted by 012153502350 and 012153502400)

AI-20711 **23.A.6.**

C-09-219-12-08-Drug & Alcohol Testing For Hidalgo County Employees
CC REGULAR

Date:	04/13/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Recommendation and action for Hidalgo County to exercise the "Notice Of Termination" as stated in the contract-page 4 of 13 as follows: "The contract may be terminated without cause upon thirty (30) day written notice by County" with "AAA Urgent Care Centers, LLC;
b. Requesting authority to advertise with approval of specifications as attached hereto for "Request For Bids-Drug & Alcohol Testing For Hidalgo County Employees".

BACKGROUND

Current specifications are attached and will be forwarded to said department users for review for any possible modification to said specifications. Possible advertisement dates: Saturday-04/17/10 Saturday-04/24/10 Bid Opening Date: Wednesday-05/05/10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-339

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

BUDGETARY IMPACT:

$13,800.00 available funding as of 04/09/10. rc Services on an as needed basis.

Attachments

Link: C-09-219-12-08

Link: EXHIBIT A REQUIREMENTS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 04:25 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 04:29 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2010 11:29 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Vangie Garcia Started On: 04/08/2010 11:45 AM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-219-12-08

THIS CONTRACT is made and entered into this **8th** day of **December, 2009** by and between the County of Hidalgo, Texas ("County"), and **AAA, Urgent Care Centers, LLC, a Texas Company** ("Company").

WHEREAS, Company responded to request for bids for "Drug and Alcohol Testing Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 1, 2010** and ending **December 31, 2012** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **AAA, Urgent Care Centers, LLC**
Attn: Yolanda Perez, Operations Director
1401 E. Ridge Road, Suite C
McAllen, Texas 78503

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr. County Clerk

COMPANY: Urgent Care Center

By: _____

Printed Name: Yolanda Perez

Title: Operations Dir.

Approved by Commissioners Court on: 12-8-09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 14, 2009
(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**
Bid No: 2009-219-09-30-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

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
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
Bid No: 2009-219-09-30-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 __5__pages.**

4. **Exhibit "B" Bid Form, consisting of__3__pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __5__pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__ pages.**
   (Copy of receipt and this form must be submitted with bid)

7. **Exhibit "E"-Hidalgo County Drug and Alcohol Policy, consisting of __10__ pages.**

8. **Vendor/Bidder Application and W-9 form consisting of __7__ pages.**
   (Must be submitted with bid)

9. **Certification Regarding Debarment, consisting of __2__ pages.**
   (Must be submitted with bid)

10. **Draft Service Contract, consisting of __13__ 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

September 14, 2009
Date

Bid No: 2009-219-09-30-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2665 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BID OPENING DATE: September 30, 2009 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY – DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-200-219-09-30-SMA-HIDALGO COUNTY- DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** and in County's Purchasing Department, 2812 s. Business Highway 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 30, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-219-09-30-SMA. HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**. 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 items 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-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** 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 Human Resources Department
100 E. Cano 1st Floor
Edinburg, Texas 78539
ATTN.: Esther Cortez, Director
(956) 318-2660

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**SEPTEMBER 30, 2009**
Award of Contract	_____2009
Commence Work or Deliver Products	_____,2009

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is**

incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall confirm 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
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus. 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 SUMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES
BID NO. 2009-219-09-30-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS.

2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).

3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the U.S. Department of Transportation (DOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.

4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements and The County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.

2. Vendor shall have ability to conduct a Drug and Alcohol Testing Services Program in accordance to The County of Hidalgo Drug and Alcohol Policy (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.

3. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required.

4. Conducting Services in accordance with The County of Hidalgo Drug and Alcohol Policy including but not limited to:
   a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
   b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
   c. Reasonable Suspicion;
   d. Employee found in possession of drugs and/or alcohol;
   e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
   f. Post accident and/or critical near miss;
   g. Random Testing for safety-sensitive positions should already include CDL drivers.

5. Vendor must provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.

6. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for DOT required specimens.

7. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.

8. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD using breath. The confirmatory test can only be conducted using an EBT.

9. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job

classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and must meet DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor must provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor must specify the test procedures that will be utilized. The vendor must also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously.

Before notification of a positive test result (other than alcohol), on **any/all employees** regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

10. Vendor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.

11. Vendor must hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be mailed in a scaled confidential envelope through a delivery service such as UPS, Federal Express, etc. or hand delivered to the Hidalgo County Human Resources Department.

12. Test results other than "stat" must be performed and results returned within seventy (72) hours. Those requiring a longer incubation period will be mandated, that the results be returned within forty-eight (48) hours after incubation period. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.

13. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.

14. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.

15. Vendor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week.

16. **QUALIFICATIONS OF THE VENDOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor must provide the County Purchasing Department with all licenses and certificates when they are renewed.

17. Vendor must provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both DOT and NON DOT collections.

18. **BID PRICE** must include an individual and a total test charges (fees) for the following:

- **PANEL 5**
  - Amphetamines:
    - Amphetamine
    - Methamphetamine
  - Cocaine Metabolites
  - Marijuana Metabolites
  - Opiates:
    - Morphine
    - Codeine
  - Phencyclidine (PCP)

- **Alcohol**

Bid must indicate fees for urine and breath tests as requested on Bid Page (Exhibit "B").

19. **TESTING SITE**– On site and/or off site testing will require the Vendor to provide appropriate private facilities in Hidalgo County to conduct these tests. Including a locked, secured box, etc. for private articles where applicable.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, 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 Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

3. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded Vendor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   - The contract expires
   - Delivery acceptance of products and/or performance of services ordered, or
   - Terminated by County with thirty (30) days written notice prior to the cancellations.

7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Vendor(s) have been in business for at least two (2) years.

9. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

11. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

12. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedures may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may

review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contactor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Wednesday, September 23, 2009 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, September 25, 2009 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2009-219-09-30-SMA
BID FORM

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGITIVE	POSITIVE
Drug Testing Services	**PANEL 5**	$	$		
Alcohol Testing Services	**Initial Test**	$	$		
	Post Accident	$	$		
	Confirmation Test	$	$		

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	$
Reasonable Suspicion Training	$

PROFESSIONAL ASSISTANCE SERVICES:

	DOT	NON-DOT
Medical Review Officer (MRO)	$	$

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2009-219-09-30-SMA
BID FORM

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

_____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS 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)

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in COUNTY recreation areas by COUNTY Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere*.

COUNTY means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, COUNTY Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.

iii. Drug paraphernalia.

iv. Prescription drugs and over the counter medications, except under the following conditions:

(a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

(b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

(c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.

(d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

i. Switching or altering any urine sample submitted for testing.

ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.

iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.

iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

vi. Failure to notify Department Head, Elected Official or Risk Management of the side affects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.

vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. **Policy Enforcement**

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official or certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others, are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

(a) Post-offer, pre-employment screening to all new employees;

(b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

(c) When the Department Head, Elected Official or personnel designated by the Department Head have reason to believe that an Employee on COUNTY property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;

(d) When an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person;

(e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;

(f) Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or

(g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

(a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.

(b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance.

(c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary action, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

The County of Hidalgo Drug and Alcohol Policy
Certificate of Receipt

I have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, amended 1-29-07, and understand I am expected to abide by this Policy.

Name: _____

Signature: _____

Social Security Number: _____

Date: _____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
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,

(THIS PAGE MUST BE SUBMITTED WITH BID)

• 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 "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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "B" VENDOR'S BID
(BID TABULATION)

EXHIBIT "B"

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2009-219-09-30-SMA
BID FORM

BIDDER /COMPANY'S NAME: Urgent Care Centers
ADDRESS: 1401 E. Ridge Rd. Ste. C
CITY/STATE/ZIP CODE: McAllen, TX 78503
PHONE NUMBER/: (956) 683-7303
CELLULAR NUMBER: (956) 346-3817
FAX NUMBER: (956) 683-7266
AUTHORIZED SIGNATURE: [signature]
EMAIL ADDRESS: uccyperez@yahoo.com
PRINTED NAME: Yolanda Perez
TITLE: Operations Director
DATE: 10-2-09

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2009-219-09-30-SMA
BID FORM

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGITIVE	POSITIVE
Drug Testing Services	PANEL 5	$ 15.00	$ 10.00	24 hrs.	72 hrs.
Alcohol Testing Services	Initial Test	$ 15.00	$ 15.00	immediate	response
	Post Accident	$ 15.00	$ 15.00	immediate	response
	Confirmation Test	$ ~~0~~	$ ~~0~~	immediate	response

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	$ ~~0~~
Reasonable Suspicion Training	$ ~~0~~

PROFESSIONAL ASSISTANCE SERVICES:

	DOT	NON-DOT
Medical Review Officer (MRO)	$ 5.00	$ 5.00

OPENED
9:47 am
10-07-09
Witnessed

THIS PAGE MUST BE SUBMITTED WITH

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2009-219-09-30-SMA
BID TABULATION

Test/Services		PARTICIPATING VENDORS						
		NTC DRUG TESTING SERVICES INC. McAllen, Tx	**THE CENTER OF INDUSTRIAL REHAB McAllen, Tx**	**CHEM CHEK CO. INC. Richardson, Tx**	**FOLEY SERVICES, INC. Glastonbury, CT**	**URGENT CARE CENTERS McAllen, Tx**	**RAQUEL C. PALACIOS D/B/A CAD SERVICES Eagle Pass, Tx**	**MEDQUICK DIAGNOSTIC, INC. Weslaco, Tx**
DRUG TESTING SERVICES (PANEL 5)								
DOT		$36.00	$20.00	$63.00	$39.00	$15.00	$60.00	$38.00
NON-DOT		$26.00	$20.00	$63.00	$39.00	$10.00	$60.00	$30.00
TEST RESPONSE TIME (Days/Hours)	Negative	24 hrs	24 hrs	24-48 hrs	24-48 hrs	24 hrs	24 hrs	24 hrs
	Positive	48-72 hrs	48 hrs	48-72 hrs	72-96 hrs	72 hrs.	72 hrs	48-72 hrs
ALCOHOL TESTING SERVICES								
Initial test	DOT	$20.00	$20.00	$45.00	$35.00	$15.00	$35.00	$26.00
	NON-DOT	$20.00	$20.00	$63.00	$35.00	$15.00	$35.00	$24.00
Post Accident	DOT	$20.00	$20.00	$200 on site emergency plus $63 urine test & $45 for ea. Alcohol test	$50.00	$15.00	$35.00	$22.50
	NON-DOT	$20.00	$20.00		$50.00	$15.00	$35.00	$22.50
Confirmation Test	DOT	$20.00	$20.00		Included	-0-	-0-	Same
	NON-DOT	$20.00	$20.00		Included	-0-	-0-	same
TEST RESPONSE TIME (Days/Hours)	Negative	24 hrs	Instant	2 hr or post accident	Immediate response	Immediate response	Immediate response	Immediate reading
	Positive	48-72 hrs	Instant					
TRAINING SERVICES FEES (Hourly rate)								
Employee Training		$80.00	$125.00	$300.00	$200.00	-0-	$100.00/employee	$50.00
Reasonable Suspicion Training		$80.00	$125.00	$300.00	$200.00	-0-	$100.00/employee	$50.00
PROFESSIONAL ASSISTANCE SERVICE								
Medical Review Officer (MRO)	DOT	-0-	$20.00	$7.00	Included	$5.00	Included in Panel 5	$25.00
	NON-DOT	$30.00 if requested by employee, they pay it	$20.00	$7.00		$5.00		$25.00

EXHIBIT "C" INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Yolanda Perez, authorized representative for Urgent Care Centers
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.

_____ Oct. 2, 2009
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)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CH AMBUL-1

DATE (MM/DD/YYYY) 12/14/09

PRODUCER

IBC Insurance Agency, LTD- SA
5300 Walzem Road #200
San Antonio TX 78218
Phone: 210-646-9870 Fax:210-646-8418

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

AAA Urgent Care LLC
1401 East Ridge Road
McAllen TX 78503

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Republic Lloyd's	19208
INSURER B:	Texas Mutual Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
A		[X] COMMERCIAL GENERAL LIABILITY	TXP5530946 0008	04/19/09	04/19/10	EACH OCCURRENCE	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
		[ ] ALL OWNED AUTOS					
A		[ ] SCHEDULED AUTOS	TXP5530946 0008	04/19/09	04/19/10	BODILY INJURY (Per person)	$
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N				WC STATU-TORY LIMITS / OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	SBP0001178969	04/20/09	04/20/10	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIdalgo County
2802 S Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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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.

ADDENDUM

PURCHASING DEPARTMENT
County Of Hidalgo

September 28, 2009

RE: ADDENDUM NO.1
RFB No.:2009-219-09-30-SMA
"HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

Dear Ladies and/or Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with request for bids **"HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

Please attach this **ADDENDUM NO. 1** to your bid packet to allow your company to submit a complete packet. See original request for bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us via facsimile (956) 318-2629 or via e-mail Sandra.montalvo@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 bid packet for **"HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

_____
COMPANY'S NAME

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

SEPTEMBER 28, 2009

HIDALGO COUNTY
"HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
"RFB NO. 2009-219-09-30-SMA

Bid Opening Date: ~~September 30, 2009 @ 9:30 a.m.~~

NEW BID OPENING DATE: OCTOBER 07 , 2009@ 9:30 A.M.

PLEASE NOTE THE FOLLOWING **CHANGES** FOR RFB NO: 2009-219-09-30-SMA

1) **EXTENSION OF BID OPENING DATE:**

FROM: WEDNESDAY, SEPTEMBER 30, 2009 @ 9:30 A.M.

TO: ON OR BEFORE 9:30 A.M. (NEW DATE) WEDNESDAY, OCTOBER 07, 2009

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, SEPTEMBER 28, 2009 for RFB NO. 2009-219-09-30-SMA –**"HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID RESPONSE.

Approved

AI-18601 **20.A.5.**

Award-Drug & Alcohol Testing for Hidalgo County Employees
CC REGULAR

Date: 12/08/2009
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Safety Division & Human Resources
Presentation of bids received for the purpose of award and approval of contract document to the vendor submitting the lowest bid meeting all specifications and/or requirements as attached hereto for:"Hidalgo County-Drug and Alcohol Testing for Hidalgo County Employees"- Project No.: 2009-219-09-30-SMA

BACKGROUND

1. Current Contract expires December 31, 2009
2. New Contract to commence on January 1, 2010
3. Recommended vendor is "AAA, Urgent Care Centers"
4. Services to be conducted on an "As Needed Basis"
5. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-339
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funds in the amount of $81,500.00 budgeted for calendar year 2010. Purchases/ Services on an as needed basis. Contract to commence January 01, 2009.

Attachments

Link: recommendation ltr, contract document, participation & tabulation sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2009 03:41 PM	APRV
2	Budget & Management	Erika Zamora	12/03/2009 08:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/04/2009 11:39 AM	APRV
4	Auditor's Office		12/04/2009 05:01 PM	NEW

Form Started By: Sandra Montalvo Started On: 11/17/2009 04:48 PM
Final Approval Date: 12/04/2009

EXHIBIT "A"

SPECIFICATIONS/ REQUIREMENTS

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

RFB NO.:

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EXHIBIT "A"

HIDALGO COUNTY
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES
BID NO.

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS".

2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).

3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the U.S. Department of Transportation (DOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.

4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements and The County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.

2. Vendor shall have ability to conduct a Drug and Alcohol Testing Services Program in accordance to The County of Hidalgo Drug and Alcohol Policy (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.

3. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required.

4. Conducting Services in accordance with The County of Hidalgo Drug and Alcohol Policy including but not limited to:
   a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
   b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
   c. Reasonable Suspicion;
   d. Employee found in possession of drugs and/or alcohol;
   e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
   f. Post accident and/or critical near miss;
   g. Random Testing for safety-sensitive positions should already include CDL drivers.

5. Vendor must provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.

6. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for DOT required specimens.

7. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.

8. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD using breath. The confirmatory test can only be conducted using an EBT.

9. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job

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classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and must meet DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor must provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor must specify the test procedures that will be utilized. The vendor must also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously**.**

Before notification of a positive test result (other than alcohol), on **any/all employees** regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

10. Vendor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.

11. Vendor must hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be mailed in a sealed confidential envelope through a delivery service such as UPS, Federal Express, etc. or hand delivered to the Hidalgo County Human Resources Department.

12. Test results other than "stat" must be performed and results returned within seventy (72) hours. Those requiring a longer incubation period will be mandated, that the results be returned within forty-eight (48) hours after incubation period. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.

13. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.

14. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.

15. Vendor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week.

16. **QUALIFICATIONS OF THE VENDOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor must provide the County Purchasing Department with all licenses and certificates when they are renewed.

17. Vendor must provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both DOT and NON DOT collections.

18. **BID PRICE** must include an individual and a total test charges (fees) for the following:

- **PANEL 5**
  - Amphetamines:
    - Amphetamine
    - Methamphetamine
  - Cocaine Metabolites
  - Marijuana Metabolites
  - Opiates:
    - Morphine
    - Codeine
  - Phencyclidine (PCP)

- **Alcohol**

Bid must indicate fees for urine and breath tests as requested on Bid Page (Exhibit "B").

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19. **TESTING SITE**– On site and/or off site testing will require the Vendor to provide appropriate private facilities in Hidalgo County to conduct these tests. Including a locked, secured box, etc. for private articles where applicable.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, 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 Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

3. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded Vendor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   - The contract expires
   - Delivery acceptance of products and/or performance of services ordered, or
   - Terminated by County with thirty (30) days written notice prior to the cancellations.

7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Vendor(s) have been in business for at least two (2) years.

9. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

11. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

12. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedures may be employed to mediate price volatility:

DRAFT

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contactor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Wednesday, by 5:00

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P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, by 5:00 P.M.

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AI-20714 **23.A.7.**

Requesting approval to declare as surplus Auction scheduled 4-24-10
CC REGULAR

Date:	04/13/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to declare as "surplus" numerous items and vehicles (County-owned and /or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 4-24-2010 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Funds available as of 4/9/10 $44,075.25
Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.

Attachments

Link: Auction List for 4-24-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 04:26 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 04:31 PM	APRV
3	Erika Zamora	Erika Zamora	04/09/2010 03:56 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Lisa Vela Started On: 04/08/2010 02:38 PM

Final Approval Date: 04/09/2010

Asset No	Asset Description	Serial No
15185	1985 CHEVY 3/4 TON FLEETSIDE	1GCG24M6FS133180
29064	1988 FORD F 150 P/U	1FTEX15N0JKA67960
30259	1996 FORD CRN VICTORIA	2FALP71W2TX186477
30716	1996 CHEVY 1500 PICK UP	1GCEC19M5TE224235
30992	1997 FORD CRN VICTORIA	2FALP71W6VX124454
30993	1997 FORD CRN VICTORIA	2FALP71W8VX124455
31868	1998 FORD EXPEDITION	1FMRU17LXWLB10560
31873	1998 FORD EXPEDITION	1FMRU17L0WLB10552
32238	1998 FORD CRN VICTORIA	2FAFP71W3WX162223
32241	1998 FORD CRN VICTORIA	2FAFP71W1WX162222
32242	1998 FROD CROWN VIC	2FAFP71W8WX162217
33311	1988 FORD DUMP TRUCK	1FDJF37GXJNB66601
33342	TYPEWRITER LEXMARK IBM	1100003
33344	TYPEWRITER LEXMARK IBM	1100002
33596	PRINTER HP LASER	USBB014426
36204	2001 FORD CRN VICTORIA	2FAFP71W71X159463
36555	2001 FORD CROWN VIC	2FAFP71W31X169620
36562	2001 FORD CROWN VIC	2FAFP71W61X169627
42475	1997 FORD EXPEDIITION	1FMFU18L3VLB88405
42480	1995 FORD CRN VICTORIA	2FALP74W55X120239
42944	2005 FORD TAURUS	1FAFP53U15A231112
43560	COMPUTER DELL OPTIPLEX	J54ZG41
43561	COMPUTER DELL OPTIPLEX	164ZG41
43884	2003 FORD CROWN VIC.	2FAFP71W13X167898
45494	2004 CHEVY COLORADO	1GCDS14648101954
48027	1998 CHEVY SAFARI VAN	1GKDM19W6WB529991
48878	2000 CHEVY CAMARO	2G1FP22G2Y2124124
AA001533	XEROX COPY MACHINE	NYF005265
AD	(30) FOLDING CHAIRS	NA
AD	EASEL BLACK & WHITE	NA
AD	TYPEWRITER BROTHER GRAY	NA
AD	TABLE METAL SMALL FOLDING BRWN/TAN	NA
AD0010-102	PHONE SUPERSET 4 MITEL	NA
AD0110-09	CHAIR PURPLE OFFICE	C35QJW
AD0110-10	CHAIR PINK OFFICE	DUDLQ0
AD0110-101	PHONE SUPERSET 1 MITEL	9004301D901000512A
AD0110-101	PHONE SUPERSET 3 MITEL	DZACP3448
AD0110-101	PHONE SUPERSET 3 MITEL	DZAPCP9715
AD0110-101	PHONE SUPERSET 3 MITEL	DZADP9896
AD0110-101	PHONE SUPERSET 3 MITEL	DZADP9718
AD0110-101	PHONE ATT BLACK	7302H01D
AD0110-101	PHONE SUPERSET 3	NA
AD0110-101	PHONE NORTEL BEIGE	NA
AD0110-101	PHONE NORTEL BEIGE	NA
AD0110-102	PHONE SUPERSET 4 MITEL	DZACP3582
AD0110-102	PHONE SUPERSET 4 MITEL	CZ
AD0110-102	PHONE SUPERSET 4 MITEL	DZAPCP3581
AD0110-102	PHONE SUPERSET 4 MITEL	DZACP3015
AD0110-102	PHONE SUPERSET 4 MITEL	DZACP3467
AD0110-102	PHONE SUPERSET 4 MITEL	DAZACP 849

AD0110-102	PHONE SUPERSET 4 MITEL	DZACP 0
AD0110-103	PHONE SUPERSET 4 MITEL	DZACS0372
AD0110-103	PHONE SUPERSET 4 MITEL	DZACS0372
AD0110-103	PHONE SUPERSET 4 MITEL	DZA 4561
AD0110-103	PHONE SUPERSET 4 MITEL	9004301D901001397A
AD0110-103	PHONE SUPERSET 4 MITEL	DZACP9702
AD0110-104	PHONE SUPERSET 1 MITEL	9004301D901001412A
AD0110-104	(18) STAPLERS	NA
AD0110-106	A/C COMPRESSOR PARTS	NA
AD0110-11	CHAIR GREEN OFFICE	2437-1
AD0110-110	FILE CABINET 5 DRWR BROWN	NA
AD0110-111	FILE CABINET 2 DRW BLACK	NA
AD0110-112	CHAIR EXEC HI BACK BLACK	NA
AD0110-113	DESK	NA
AD0110-12	CHAIR TEAL OFFICE	QSG50
AD0110-13	CHAIR TEAL OFFICE	K28B2
AD0110-14	CHAIR MAROON OFFICE	KXHBP
AD0110-15	CHAIR GRAY OFFICE	NA
AD0110-20	CHAIR GRAY OFFICE	NA
AD0110-21	CHAIR MAROON OFFICE	NA
AD0110-22	CHAIR MAROON OFFICE	NA
AD0110-23	MAROON QUEST CHAIR	NA
AD0110-24	MAROON QUEST CHAIR	NA
AD0110-25	MSI COMPUTER W/MONITOR	A925053UA01241
AD0110-26	PRINTER HP LASERJET 1200	CNBJP09057
AD0110-27	PRINTER HP 610	5G2AND216P
AD0110-28	PRINTER HP 610	5G2AND215N
AD0110-29	PRINTER HP LASER 3050	CNBJ113720
AD0110-30	DAEWOO 13" TV/VCR	MT99CE1776
AD0110-31	MONITOR-DELL	28R-G0JW
AD0110-32	PRINTER HP LASER 1200	CNBP08855
AD0110-33	SCANNER DELL	GNBJ551
AD0110-34	HP PRINTER G55	SGE06E0QX6
AD0110-35	HP 7110	SG33EB10N0
AD0110-36	HP OFFICE JET 9110	CN53N8203D
AD0110-37	CHAIR BLUE OFFICE	C6XRVV
AD0110-38	CHAIR BROWN OFFICE	DFEV9E
AD0110-39	DELL MONITOR	25J-G116T
AD0110-40	BROTHER INTELLIFAX 2820	U61325L6J296072
AD0110-41	FAIRWAY AC/DC ADAPTER	16054900525-0A
AD0110-41	HP OFFICE JET PRO K5400	MY862681S7
AD0110-42	HP SCAN JET 7800	CN759A70PH
AD0110-42	AC POWER ADAPTER	E509BB05MD021
AD0110-43	HP OFFICEJET 7210XI ALL IN ONE	M/N-SDG0B-0305-01
AD0110-43	HP AC/DC ADAPTER	4Z03780101
AD0110-44	DELL MONITOR STAND 17" (1704)	NA
AD0110-45	SANYO 27" TV	V4190579519920
AD0110-46	SYLVANIA 20" TV VCR/ DVD	T07713403
AD0110-47	PANASONIC DP-150 COPIER	DAZYA311472
AD0110-49	HEALTH-O-METER ADULT SCALE	650883
AD0110-50	TOSHIBA 24" TV	BAB362013198A
AD0110-51	EMERSON 27" TV	384-538

AD0110-52	EMERSON 13" TV/ VCR COMBO	2502248
AD0110-53	QUASAR 13" TV/VCR COMBO	SB52410040
AD0110-54	DURABRAND 27" TV	38100-3193
AD0110-55	MAROON SECRETARIALCHAIR	NA
AD0110-56	MAROON SECRETARIALCHAIR	NA
AD0110-58	GRAY SECRETARIAL	NA
AD0110-59	PINK SECRETARIAL CHAIR	NA
AD0110-61	DELL MONITOR	439-0221
AD0110-62	DELL MONITOR	13380H9
AD0110-63	MAROON SECRETARIALCHAIR	NA
AD0110-68	HEALTH-O-METER ADULT SCALE	8371411
AD0110-69	HEALTH-O-METER ADULT SCALE	135112
AD0110-70	DETECTO INFANT SCALE	NA
AD0110-71	HEALTH-O-METER ADULT SCALE	76611
AD0110-72	MAGNAVOX 20" TV VCR/DVD	10418111818
AD0110-73	HON 4 DRWR FILE CABINET	NA
AD0110-75	TYPEWRITER IBM	NA
AD0110-76	PHONE SUPERSET 4 MITEL	NA
AD0110-77	PHONE SUPERSET 4 MITEL	UZAC04010
AD0110-77	PHONE SUPERSET 1 MITEL	9004301D900901603A
AD0110-77	PHONE SUPERSET 1 MITEL	9004301D902007A
AD0110-78	PHONE SUPERSET 1 MITEL	9004301D901000930A
AD0110-78	PHONE SUPERSET 3 MITEL	9004301D901100107A
AD0110-78	PHONE SUPERSET 3 MITEL	DZAACP9596
AD0110-80	BREAKER BOX	NA
AD0110-89	HON STORAGE CABINET	NA
AD0110-93	PHONE SUPERSET 3 MITEL	NA
AD0110-93	PHONE SUPERSET 4 MITEL	DZACP343
AD0110-93	PHONE ATT MERLIN BLACK	NA
AD0110-93	PHONE ATT MERLIN BLACK	NA
AD0110-93	PHONE SUPERSET 1 MITEL	9004301D901000928A
AD0110-93	PHONE SUPERSET 1 MITEL	9004301D01001395A
AD0110-94	(4) CALCULATOR SHARP	NA
AD0110-94	CALCULATOR-OLYMPIA	24003283
AD0210-10	FIRE EXTINGUISHER 10#	456
AD0210-11	FIRE EXTINGUISHER 10#	10MB-5H
AD0210-12	FIRE EXTINGUISHER 10#	TGP-10G
AD0210-13	FIRE EXTINGUISHER 10#	PRO10TCM5
AD0210-14	FIRE EXTINGUISHER 10#	A500
AD0210-15	FIRE EXTINGUISHER 10#	A500
AD0210-16	CHAIR TUFF GRANDE MAROON	NA
AD0210-17	CHAIR TUFF GRANDE MAROON	NA
AD0210-18	CHAIR PARTS	NA
AD0210-19	INDUSTRIAL FAN 3' M-B30D1	NA
AD0210-20	FAN FLOOR GRAY	NA
AD0210-21	TV EMERSON 20" M#CR202EM9	T33882457
AD0210-22	TV JVC M#TM-2003U	7914734
AD0210-23	TV EMERSON 20" M#CR202EM9	T32864697
AD0210-24	TV PANASONIC M#CT20D12DF	LA21770347
AD0210-25	TV EMERSON 20" M#CR202EM9	T32863888
AD0210-26	TV EMERSON 20" M#CR202EM9	T32872575
AD0210-27	TV EMERSON 20" M#CR202EM9	T34893521

AD0210-28	TV JVC M#TM-2003U	7914705
AD0210-29	TV PANASONIC M#CT20D12DF	LA21770050
AD0210-30	TV DURABRAND M#DU1901A	57161027986
AD0210-31	TV TOSHIBA 25" M#CE37C15/ANALOG	17414602
AD0210-32	CHAIRS WOODEN-BROOKEN IN PIECES	NA
AD0210-33	BRAISING PAN TILT G40TB	AP1034007
AD0210-34	BRAISING PAN TILT G40TB	AP1034006
AD0210-35	LADDER ALUMNUIM 8'	NA
AD0210-37	COMPUTER PRINTOUT PAPER 91/2X11	NA
AD0210-37	COMPUTER PRINTOUT PAPER	NA
AD0210-37	MICROLINE 320 TURBO OKI M#GE700A	305D4114293
AD0210-38	(4) TIRES STEALTH A/P 30X9.50 R15 LT	NA
AD0210-38	(4) TIRES GOOD YEAR P235/70R16	NA
AD0210-39	TRASH CAN W/KNOB LOCKSET	NA
AD0210-40	TRASH CAN W/KNOB LOCKSET	NA
AD0210-41	TRASH CAN W/KNOB LOCKSET	NA
AD0210-42	TRASH CAN W/KNOB LOCKSET	NA
AD0210-43	TRASH CAN W/SINK VALVES	NA
AD0210-44	TRASH CAN W/SINK VALVES	NA
AD0210-44	SUBMERSIABLE PUMP	NA
AD0210-45	TRASH CAN W/SINK VALVES	NA
AD0210-45	SUBMERSIABLE PUMP	NA
AD0210-46	TRASH CAN W/SINK VALVES	NA
AD0210-46	DRAIN MACHINE	MR8B233
AD0210-48	SINK	NA
AD0210-49	TOILET W/ TANK	NA
AD0210-50	DOOR 32" X 80"	NA
AD0210-51	DOOR 32" X 83"	NA
AD0210-52	DOOR 30' X 101"	NA
AD0210-53	(5) IGLOO 2GAL WATER COOLER	NA
AD0210-54	DOOR 24" X 84"	NA
AD0210-55	DOOR ODD SIZE	NA
AD0210-56	DOOR ODD SIZE	NA
AD0210-57	DOOR ODD SIZE	NA
AD0210-58	DOOR ODD SIZE	NA
AD0210-59	DOOR ODD SIZE	NA
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321040012
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321021011
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	32102592
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020984
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020643
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020623
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020586
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020624
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020633
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020667
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321020646
AD0210-6	WIZ KID CAMERA M#XZ32C704WC (BOX 1)	321060738
AD0210-60	DOOR ODD SIZE	NA
AD0210-61	(4) TIRES CONTINENTAL LT245/70R17	NA
AD0210-61	(4) TIRES CONTINENTAL P225/70R15	NA
AD0210-62	(8) ROLLS OF TOWELS KIMBERLY "NEW"	NA

AD0210-63	(6) METAL DISPENSER SMALL TISSUE	NA
AD0210-64	(2) KIMBERLY SOAP DISPENSER "NEW"	NA
AD0210-64	(4) BOBRICK SOAP DISPENSER "NEW"	NA
AD0210-64	DISPENSER JUMBO ROLL "NEW"	NA
AD0210-65	(4) DISPENSER MULTIFOLD FORT JAMES	NA
AD0210-66	(6) METAL DISPENSER SOAP "NEW"	NA
AD0210-67	(3) BUCKET W/RINGER	NA
AD0210-68	(4) TIRES HANKOOK P245/75R16	NA
AD0210-68	(4) TIRES BRIDGESTONE P235/70R16	NA
AD0210-69	(10) TIRES HANKOOK P235/70R17	NA
AD0210-7	JVC COLOR CAMERA TK-C920U (BOX 2)	10148731
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	SE00238351
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	SE00339132
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	SE00238360
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	SE00339142
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	SE00417815
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	BG02825883
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	BG02825904
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	BG02825905
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	BG02776840
AD0210-7	NEC PHONE M#DTP-1-2 (BOX 2)	BH00934452
AD0210-70	(4) TIRES DAYTON P235/70R16	NA
AD0210-70	(2) TIRES SUPER CARGO ST205/75R15	NA
AD0210-70	(2) TIRES HANKOOK P235/70R17	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 (BOX 3)	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 1PR (BOX 3)	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 1PR (BOX 3)	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 1PR (BOX 3)	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 1PR (BOX 3)	NA
AD0210-8	PHILIPS MODEL SBC BPO 15 1PR (BOX 3)	NA
AD0210-8	CREATIVE SBS 30 1 PR (BOX 3)	SW00302361009562
AD0210-8	CARBRIDE SOUND WORKS SBS36(BOX 3)	SW00362102002389
AD0210-8	LAB TECH MDL S LAY 4423492-001 (BOX 3)	NA
AD0210-8	LAB TECH MDL S LAY 4423492-001 (BOX 3)	NA
AD0210-8	LAB TECH MDL S LAY 4423492-001 (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-8	SHURE GOOSENECK MICPHONE (BOX 3)	NA
AD0210-81	BLOWER CLUB CADET CCC25BP	NA
AD0210-82	LAWNMOWER BRIGGS & STRATTON	7534617541E488
AD0210-9	FIRE EXTINGUISHER 10#	1994

AD109-03	METAL SHELVES (6) BLACK	NA
AD109-04	DESK GRAY W/WOOD TOPS SMALL (5)	NA
AD109-05	SHELF BEIGE SMALL	NA
AD109-06	CHAIR WAIT BROWN	NA
AD109-07	DESK WOOD W/ RIGHT HAND RETURN	NA
AD109-08	SHELF BEIGE ALUMINUM SMALL	NA
AD109-09	CHAIR GRAY W/WHEELS MIB/BCK W/RM	NA
AD109-11	CHAIRS MAROON W/WHEELS (3)	NA
AD109-12	CHAIRS MAROON W/WHEELS (3)	NA
AD109-181	HEATER FAN FOR BUILDING	180110-505384
AD110-100	FAX HP 1040	CN8JCN2TR
AD110-112	BX OF MISC ITEMS	VARS
AD110-114	FAX HP 1040	C57KATICR
AD110-115	FAX HP 1040	355L17104118
AD110-116	FAX HP 1040	CN92RCNF62
AD110-117	FAX HP 1040	CN62GATTXT
AD110-118	FAX HP 1040	CN65TAJ90Q
AD110-119	FAX SHARP UX	380-1509
AD110-120	FAX HP 1040	MY11DF30C5
AD110-18	OFFICE CHAIR GRAY	FABRIC
AD110-19	OFFICE CHAIR BLUE	FABRIC
AD110-57	OFFICE CHAIR- PINK	FABRIC
AD110-60	OFFICE CHAIR BLUE	FABRIC
AD110-64	OFFICE CHAIR GREEN	FABRIC
AD110-65	OFFICE CHAIR BLUE	FABRIC
AD110-66	OFFICE CHAIR GREEN	FABRIC
AD110-67	OFFICE CHAIR GREEN	FABRIC
AD110-73	FILE CABINET 2 DRW	BLACK
AD110-95	MONITOR DELL	*000225
AD110-96	MONITOR DELL	43H181
AD110-97	MONITOR DELL	273D429
AD110-98	MONITOR RELISYS	41255
AD110-99	FAX BROTHER INTEL	775U60055D4K642535
AD119-61	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-62	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-63	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-64	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-65	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-66	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-67	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-68	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-69	LAW BOOKS FROM COUNTY LAW LIBRARY	NA
AD119-76	TAPERECORDER LANIER	212966
AD119-77	TELEVISION PHILIPS	56546340
AD119-80	CABINET FILING 4 DRWR BROWN	NA
AD119-81	CABINET FILING 4 DRWR GRAY	NA
AD119-82	CABINET FILING 4 DRWR BIEGE	NA
AD119-83	CABINET FILING 4 DRWR BIEGE	NA
AD119-84	CABINET FILING 4 DRWR BIEGE	NA
AD119-85	CABINET FILING 4 DRWR BIEGE	NA
AD119-86	CABINET FILING 4 DRWR BIEGE	NA
AD119-87	CABINET FILING 4 DRWR BIEGE	NA

AD119-88	CABINET FILING 4 DRWR BIEGE	NA
AD119-89	CABINET FILING 4 DRWR BIEGE	NA
AD119-90	CABINET FILING 4 DRWR BIEGE	NA
AD129-12	CHAIR MAROON	NA
AD129-14	MATT MADE OF RUBBER FOR CHAIR	NA
AD129-16	HAND DRILL (DEWALT)	NA
AD129-17	HAND SAW (SKILSAW)	H971293
AD129-18	HAND SAW (CRAFTSMAN)	A5320
AD129-19	CAMPER FOR TRUCK (WHITE) LEER	NA
AD129-20	AIR CONDITION UNIT 2-TON CARRIER	1002501322
AD129-21	LADDER LOUIEVILLE WOODEN	NA
AD129-23	FLOOR BUFFER POWER FLUTE 125	5173
AD129-24	CHAIR HI/ BACK BLUE	NA
AD129-25	CHAIR LEATHER BROWN	NA
AD129-26	(12) LAWNMOWER TIRES 20X10.00-8	NA
AD129-27	BACK SEAT FOR A PICK-UP TRUCK	NA
AD129-28	(11) 4' FLORECENT LIGHT BALAST	NA
AD129-29	LADDER ALUMNUIM 16'	NA
AD129-30	(5)CHAIR STACKABLE DIFF COLORS	NA
AD129-31	AIR CONDITION UNIT COIL PANEL	0702A64928
AD129-32	VACCUM 16GL (CRAFTSMAN)	4305V3602
AD129-33	HANDSAW (MAKITA)	JR3000VT-014923K
AD129-34	DRILL HAMMER (DEWALT)	DW511-20064449
AD129-35	GRINDER ALL-POWER	APT2013
AD129-40	CHAIR EXEC BLACK	NA
AD129-41	PURPLE SECRETARIAL CHAIR	NA
AD129-42	PURPLE SECRETARIAL CHAIR	NA
AD129-43	TEAL SECRETARIAL	NA
AD129-44	TEAL SECRETARIAL	NA
AD129-45	GREEN SECRETARIAL CHAIR W/ARMS	NA
AD129-46	GREEN SECRETARIAL CHAIR	NA
AD129-47	CHAIR TEAL OFFICE	NA
AD129-48	CHAIR TEAL OFFICE	NA
AD129-49	CHAIR TEAL OFFICE	NA
AD129-51	CHAIR BLUE OFFICE	NA
AD129-52	PINK SECRETARIAL CHAIR	NA
AD129-53	PINK SECRETARIAL CHAIR	NA
AD129-54	CHAIR PINK OFFICE	NA
AD210-100	PRINTER PANASONIC 150	DAZYA311481
AD210-101	(3) VHS HOLDERS	VIDEO HOLDER
AD210-102	PRINTER PANASONIC 150	CAZYA31017
AD210-103	FAX BROTHER MC300	F66151802
AD210-104	MONITOR DELL	MX06C046-47801-16C-B2A
AD210-105	MONITOR DELL	22794F7RN069
AD210-106	PRINTER PANASONIC 150	CAZYA311095
AD210-107	PRINTER HP 710	MY9581311Y0
AD210-108	STAPLERS IN BX	VARS
AD210-109	SERVER IBM INTEL BIEGE	23PH179
AD210-110	SHREDDER FROM STAPLES	NONE
AD210-111	MONITOR GRAY 1130M	23-MTM18
AD210-112	MONITOR CANON MP120	2A291147
AD210-113	TABLE SM PICNIC	NONE

AD210-115	FILE CABINET 4 DRW	GRAY
AD210-116	FILE CABINET 4 DRW	GRAY
AD210-117	FILE CABINET 4 DRW	BIEGE
AD210-119	FILE CABINET 4 DRW	GRAY
AD210-77	SHELF TOP OF DESK	W00026
AD210-78	FILE CABINET 2 DRW	GRAY
AD210-79	SHREDDER GBC	RG25105H
AD210-80	STEP STOOL RUBBERMAID	BLACK
AD210-84	SCALE BABY	850512
AD210-85	AREA RUG	GRN BLK
AD210-86	FAX BROTHER INTEL	U56583D4K656280
AD210-87	FILE CABINET 4 DRW	BIEGE
AD210-88	FILE CABINET 4 DRW	BIEGE
AD210-89	OFFICE CHAIR PURPLE	FABRIC
AD210-90	OFFICE CHAIR PURPLE	FABRIC
AD210-91	FILE CABINET 2 DRW	BIEGE
AD210-92	OFFICE CHAIR PURPLE	FABRIC
AD210-93	OFFICE CHAIR PURPLE	FABRIC
AD210-94	OFFICE CHAIR PURPLE	FABRIC
AD210-95	OFFICE CHAIR PURPLE	FABRIC
AD210-96	OFFICE CHAIR BLUE	FABRIC
AD210-97	OFFICE CHAIR BLUE	FABRIC
AD210-98	WAIT CHAIR JUST PARTS	SILVER LEGS
AD210-99	OFFICE CHAIR	MAROON
AD310-01	CALCULATOR 5 IN BOX	VAR IN BOX
AD310-01	OFFICE SUPPLIES	VAR IN BOX
AD310-02	PHONES- 7 IN BX	VAR IN BOX
AD310-03	MICROWARE	WHITE
AD310-04	DESK WOODEN	WOOD
AD310-05	DESK GRAY	GRAY
AD310-06	CART RUBBERMAID	W/BROKEN WHEEL
AD310-07	STORAGE CABINET	W/DOORS
AD310-08	FAX HP 1040	CN75TANDX3
AD310-09	PRINTER EPSON 3250	60HE031855
AD310-10	MONITOR RELISYS	T791441264
AD310-101	CHAIR POSTURE TECH KNEECHAIR	HC247
AD310-102	SHREDDER FELLOWES PAPER	32602
AD310-103	CABINET FOUR DRAWER	NA
AD310-104	MEAL TRAYS INSULATED PLASTIC (148)	NA
AD310-105	MEAL TRAYS INSULATED PLASTIC (147)	NA
AD310-106	MEAL TRAYS INSULATED PLASTIC (142)	NA
AD310-107	MEAL TRAYS INSULATED PLASTIC (145)	NA
AD310-108	MEAL TRAYS INSULATED PLASTIC (145)	NA
AD310-109	MEAL TRAYS INSULATED PLASTIC (145)	NA
AD310-11	FAX HP 1020	CNF26A0W5Y
AD310-110	MEAL TRAYS INSULATED PLASTIC (48)	NA
AD310-12	FAX HP 1040	CN5KA1TCV
AD310-121	CASH REGISTER	NA
AD310-122	CASH REGISTER	NA
AD310-124	TABLE WHITE	NA
AD310-126	TABLE WHITE	NA
AD310-127	TABLE WHITE	NA

AD310-128	TABLE WHITE	NA
AD310-129	FAN SMALL	NA
AD310-13	FAX HP 1040	CN62IAJ9F3
AD310-130	CHAIR MAROON	NA
AD310-131	CHAIR BLACK HI-BACK	NA
AD310-132	SMALL LADDER	NA
AD310-133	CHAIR BLACK SIDE	NA
AD310-134	TRASH CAN BEIGE	NA
AD310-136	VEHICLE CHAIR GRAY	NA
AD310-137	VEHICLE CHAIR GRAY	NA
AD310-138	CHAIR TUFF GRANDE BLUE (BOTTOM)	NA
AD310-138	CHAIR TUFF GRANDE RED (BASE)	NA
AD310-138	CHAIR TUFF GRANDE RED (BASE)	NA
AD310-138	CHAIR TUFF GRANDE RED	NA
AD310-138	CHAIR TUFF GRANDE RED (BASE)	NA
AD310-138	CHAIR TUFF GRANDE GREEN (BOTTOM)	NA
AD310-138	CHAIR TUFF GRANDE BLUE (BASE)	NA
AD310-138	CHAIR TUFF GRANDE PURPLE (BASE)	NA
AD310-138	CHAIR TUFF GRANDE RED (BASE)	NA
AD310-138	CHAIR SECRETARY MAROON	NA
AD310-138	CHAIR SECRETARY MAROON	NA
AD310-138	CHAIR TUFF ARM REST (14 PIECES)	NA
AD310-139	CHAIR SECRETARY RED (OLD)	NA
AD310-139	CHAIR SECRETARY RED (BASE)	NA
AD310-139	CHAIR BLUE (BACK)	NA
AD310-139	CHAIR BOTTOM GREEN (BASE)	NA
AD310-139	CHAIR SECRETARY RED (BOTTOM)	NA
AD310-139	CHAIR SECRETARY GRAY (BACK)	NA
AD310-139	CHAIR BLACK (BASE) BACK	NA
AD310-139	CHAIR RED	40018AB
AD310-14	CANON PC170	KTE14227
AD310-141	MOTOR G.E. 3/4 HP	51-42534-19
AD310-141	MOTOR G.E.	HC-39GE464A
AD310-141	MOTOR G.E. 1/3 HP	S239S
AD310-141	MOTOR G.E. 1/4 HP (17) PIECES	HC-39GE464A
AD310-141	MOTOR G.E. 1/2 HP	HC-44GE4
AD310-141	MOTOR MARATHON 1/6 HP (3) PIECES	8QE485170D1279D
AD310-141	MOTOR MARATHON 1/4 HP	8QD48517D12B1B
AD310-141	MOTOR LEESON	M4S17DB39A
AD310-141	MOTOR DIVISION 1/3 HP	81D5-039
AD310-141	MOTOR G.E. 1/2 HP	HC44AE460A
AD310-141	MOTOR MARATHON 1/3 HP	6QM48S17D20576
AD310-141	AC TRANSFORMER (SQUARE D)	H701AH851
AD310-141	FIRE EXTINGUISHER 10#	TSP-5LH
AD310-142	(10) CHAIR METAL BLK METAL / RED BASE	NA
AD310-142	CHAIR METAL BASE BLACK	NA
AD310-143	(22)CHAIR METAL STAINLESS STEL	NA
AD310-144	CHAIR SECRETARY BEIGE	NA
AD310-145	(5) CHAIR WOOD PURPLE	NA
AD310-145	(16) CHAIR WOOD RED	NA
AD310-145	(5) CHAIR WOOD PURPLE 2 PIECE	NA
AD310-145	(6) CHAIR WOOD RED 2 PIECE	NA

AD310-145	(2) CHAIR WOOD BLUE 2 PIECE	NA
AD310-145	(4) CHAIR PIECES PURPLE	NA
AD310-145	(8) CHAIR PIECES RED	NA
AD310-145	CHAIR WOOD PIECES	NA
AD310-145	CHAIR WHEEL BASE BLACK	NA
AD310-145	(3) CHAIR WOOD RED	NA
AD310-145	(3) CHAIR WOOD MAROON	NA
AD310-146	CHAIR WOOD FOLDING BEIGE	NA
AD310-147	(2) CHAIR WOOD BEIGE	NA
AD310-15	PRINTER SDESKJET	GN61M1R175
AD310-16	STAPLERS	VARS IN 6 BXS
AD310-17	FAX PANASONIC 600	9LAHA028331
AD310-18	COPIER G55	SAGA015G41P
AD310-19	PRINTER DELL	GZF3J21
AD310-20	PRINTER DELL	32F3J21
AD310-21	3-ROOM DIVIDERS	NA
AD310-22	FAX PANASONIC 600	9KCHA026972
AD310-23	GOODE LAMP	NA
AD310-23	PRINTER 1200	CNBJN09018
AD310-24	SHREDDER- STAPLES X8	VARS 8 CT
AD310-25	SHREDDER	NA
AD310-25	PRINTER OFFICEJET V40	MY4PA21WK
AD310-26	FAX 1230	CN32KB10DV
AD310-27	PRINTER OFFICEJET 300	5G7C5F31MA
AD310-28	PRINTER OFFICEJET V40	MY150B2122
AD310-29	OFFICE CHAIR GREEN	W/ARMREST
AD310-30	FANS FOR DESK (7)	VARS 7 CT
AD310-31	TABLE SMALL GRAY	WOOD
AD310-32	MOP BUCKET	YELLOW
AD310-34	OFFICE CHAIR	WOOD
AD310-35	STOOL	S049772
AD310-36	PAPER DISPENSER	NONE
AD310-37	SHELF	BROWN
AD310-38	METAL RETURN ONLY	BIEGE
AD310-39	RIGHT RETURN ONLY	WOOD
AD310-40	DESK LIGHT BRN	BROWN
AD310-41	FILE CABINET 5 DRW BROWN	LETTER
AD310-42	FILE CABINET 2 DRW	LETTER
AD310-43	SOFTWARE	PART OF PROGRAM
AD310-44	WAIT CHAIR	OEO1149
AD310-45	OFFICE CHAIR	YELLOW
AD310-46	DESK LIGHT BRN	SMALL
AD310-47	TABLE	METAL
AD310-48	OFFICE CHAIR	MAROON
AD310-49	OFFICE CHAIR	JUST BLK SEAT
AD310-50	TABLE SMALL	METAL
AD310-51	FILE CABINET 5 DRW	LETTER
AD310-52	FILE CABINET 4 DRW	LETTER
AD310-53	FILE CABINET 2 DRW	LETTER
AD310-54	DESK	WOOD
AD310-55	OFFICE CHAIR	BLUE
AD310-56	TABLE	GRAY WOOD

AD310-57	CALCULATOR	TX INSTRUMENTS
AD310-58	DESK	CHERRY WOOD
AD310-59	DESK	ROUND RECPT.
AD310-60	EASEL BOARD	WALL MOUNT
AD310-61	DESK	GRAY MOUNT
AD310-62	SHELF	BIEGE
AD310-63	DESK	WOOD
AD310-64	SHELF	BIEGE
AD310-64	DOORS(7)	WOOD
AD310-65	FILE CABINET 2 DRW	LETTER
AD310-66	DOORS(7)	WOOD
AD310-74	MONITOR- SYLVANIA	JTCB2200313
AD310-75	COMPUTER CLONE	NO SERIAL
AD310-76	MONITOR DELL	CN0M1609466333AG66GL
AD310-79	MONITOR- DELL	CN-06R6444-47804-35V-NC
AD310-80	MONITOR DELL	MX032DVX4760515VAMK2
AD310-84	CISCO SYSTEM CATALYST 3550	CNMKD00ARF
AD310-85	ROUTER- CISCO CATALYST 3550	CAT0819X02A
AD310-86	ROUTER- CISCO CATALYST 3550	CAT0904Y1H5
AD310-87	ROUTER- CISCO CATALYST 3550	CAT0904Y1H8
AD310-88	ROUTER- CISCO CATALYST 3550	CAT0943N1D1
AD310-89	CONVERDER- ACCESS CTM8110	45360035
AD310-90	ROUTER- CISCO CATALYST 3550	CAT0943N1NIS
AD310-91	ANTENNA- ALVARON SYSTEM	6827610
AD310-92	ANTENNA- CISCO SYSTEM	NONE FOUND
AD310-95	GENERIC DESKTOP	SD-4925VW
AD310-96	FAX- SHARP VX-P100	37261225
AD310-98	PHONE AT&T	IN BX
AD310-98	PHONE AT&T	IN BX
AD310-98	PHONE AT&T	IN BX
FORT	2000 MAZDA MPV MINI VAN	JM3LW28G2Y107501
FORT	1999 FORD F 150 P/U	1FTXF1726XNB65504
FORT	2000 FORD TAURUS	1FALP52U1YA109923
FORT	2000 CHEVY MALIBU	1G1ND52J0Y6351683
FORT	2000 VOLKSWAGON GOLF	9BWGA21JXY4025741
H0110-01	1998 OLDSMOBILE CUTLASS	1G3NB52M6W6325576
H-0210-01	2005 FORD F-350 (C-2322-09-J)	1FTWW33P25EC09172
H-1003	CHAIR BLACK HI-BACK	NA
H-1228	SHREDDER	NA
H-1490	SHREDDER	NA
H-1537	LAMINATOR	NA
H-1822	BOOKSHELF BROWN	NA
H-1873	TABLE LARGE CONFERENCE	NA
H-1982	SHELF CARD BOARD	NA
ME000111	DELL MONITOR	85K-0JVS
ME000113	DELL MONITOR	85J-0FKL
ME000114	DELL MONITOR	85J-0FML
ME000115	MONITOR-DELL	85K-0JUS
ME000132	ATRIXSCAN 1210	W6355C00048
ME001048	HP PSC 500 ALL IN ONE PRINTER	MYJ08E0DKX
ME001265	CANON IMAGE CLASS D860 PRINTER/SCANNER	KAB46346
ME001408	CANON IMAGE CLASS D320 PRINTER/SCANNER	KPJ07807

ME001409	HARMON / KARDON HK195 CPU SPEAKERS	DA0019DCREVBHK195-1
NA	WATER TANK MODEL 14EWI	BC-43381

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124	1601
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AI-20344 **23.A.8.**

Requesting Approval to Execute Contract and Approval of WA# 1 and 2 for TEDSI Instrafracture Group

CC REGULAR

Date:	04/13/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Hidalgo County

Information

CAPTION

a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On-Call Contract for Hidalgo County," with TEDSI Infrastructure Group, Inc., as authorized & approved for negotiations by CC on 2-2-10;
b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $36,000.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc., for "Representing the County at MPO Technical Committee Meetings";
c. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $24,000.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc. for "Representing the County at HCRMA Meetings".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-30-115-029-0-334

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

BUDGETARY IMPACT:

Funding for Contract: Services on as needed basis.
Funding for WA #'s 1&2:
Interdepartmental transfers/ REF: AI-20725 & AI-20726 $60,000.00

Attachments

Link: Contract
Link: WA #1
Link: WA#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2010 10:48 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2010 12:25 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2010 11:42 AM	APRV

4	Auditor's Office	04/09/2010 04:47 PM	NEW
Form Started By: Rocio Villarreal		Started On: 03/11/2010 02:45 PM	
Final Approval Date: 04/09/2010			

A G R E E M E N T

PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement, made and entered into by and between **Hidalgo County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "the **County**" and **TEDSI Infrastructure Group, Inc.**, hereinafter referred to as the "**Engineer,**"

W I T N E S S E T H :

WHEREAS, the County desires the services of an engineer to provide traffic engineering and general engineering services including studies, design, and other services including but not limited to submittal of official state and federal documents as may be needed in connection with various County projects; and

WHEREAS, the Engineer represents that it is qualified and willing to provide such services;

NOW, THEREFORE, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

CHARACTER OF SERVICES

During the course of this Agreement, the County may give the Engineer written authorizations to perform certain of the following types of engineering services in regard to specific applications specified in said authorizations, and after receipt of each authorization, the Engineer shall perform such of the following types of services in regard to the particular applications as are thereby authorized:

A. REPRESENT COUNTY

1) The Engineer will represent County at MPO Technical Committee meetings and meetings with TxDOT in reference to programming of County roadway projects for funding consideration through the Metropolitan Transportation Plan (MTP).

The Engineer will meet with County personnel to coordinate the details of roadway projects of special interest by each individual precinct to ensure optimal progress of the project on the MTP. The Engineer will provide guidance on all matters related to the MPO and TxDOT. The Engineer will also provide guidance/traffic engineering expertise to each individual precinct on general traffic operations matters. The Engineer will respond to traffic engineering operations inquiries and provide the necessary direction as requested.

2) The Engineer will represent County at the Hidalgo County Regional Mobility Authority (HCRMA) meetings in reference with programming and funding of projects associated with the HCRMA. The minutes of said meeting shall be presented to Commissioners Court within 2 weeks of said RMA Meetings.

B. MULTI-WAY STOP SIGN WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

C. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of

vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services

II.

COMPENSATION AND TIME FOR PERFORMANCE

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

	SERVICE	BASIS OF COMPENSATION	TIME FOR PERFORMANCE (CALENDAR DAYS)
Item A.	COUNTY REPRESENTATION AND TRAFFIC ENGINEERING SUPPORT		
	1. Retainer (HCMPO)	$3,000.00/Month	N/A
	2. Retainer (HCRMA)	$2,000.00/Month	N/A
Item B.	MULTIWAY STOP SIGN		

	WARRANT STUDY		
	1. Three Approaches	$4,000.00/intersection	30
	2. Four Approaches	$4,500.00/intersection	30
Item C.	TRAFFIC SIGNAL WARRANT STUDY		
	1. Three Approaches	$4,500.00/intersection	30
	2. Four Approaches	$4,750.00/intersection	30
Item D.	SPOT SPEED STUDY	$3,500.00/location	15
Item E.	LEFT TURN WARRANT STUDY		
	1. Left Turn Warrant Analysis	$3,500.00/intersection	30
Item F.	SPECIAL STUDIES	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.
Item G.	Other Engineering Services	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.

III.

ENGINEER'S DILIGENCE

The Engineer shall perform services hereunder diligently, such that each authorized service shall be completed within the applicable number of days specified in Section III from the date of receipt of written authorization pursuant to Section I for such service. The Engineer, upon request of the requesting County Department, shall provide such department with written or oral progress reports, as requested, on each such service, which has been authorized by such department hereunder.

IV.

TERM

This Agreement shall commence on the date of approval thereof by the Commissioner's Court of the County and shall end three years thereafter, however, the third year will be considered an optional year which will be in effect unless the County notifies the Engineer in writing 30 days prior to the completion of the second year. If during the said three year period the Engineer has received written authorization from the County to perform a service pursuant to Section I of this Agreement, and the time for performance for such

service (pursuant to Sections III and IV of this Agreement) will extend beyond the said three year term of this agreement, then and in that event, the term of this agreement shall be extended accordingly for the purpose of completing the said authorized service or services only.

V.

PAYMENT

The Engineer shall submit monthly billings from time to time during the performance of the work hereunder and a final bill upon completion of all obligations hereunder. Such billings shall be in a form acceptable to the Hidalgo County Auditor, shall be itemized on the basis of the rates set forth in Section III above, shall be duly certified and sworn to be true and correct by an officer of the Engineer. The Hidalgo County Auditor shall review the said statements and shall approve same, with such modifications, as he may deem appropriate. Subject to the limitations of liability set forth above, County agrees to pay such statements as approved by the Hidalgo County Auditor within twenty (20) days after his approval of same and provided that the approval of such statements shall not be considered to be evidence of performance by Engineer or of receipt or acceptance by the County of the work covered by such statements. The final statement submitted shall certify that all services to be provided pursuant to this Agreement have been performed.
The statements to be submitted by the Engineer to the County hereunder shall be limited to work done and services performed pursuant to this Agreement only. The Engineer shall not include in said statements any work or services performed, required to be performed, or billed under or pursuant to any other agreement, and no compensation shall be allowed or paid by the County to the Engineer hereunder for work or services performed or required to be performed or billed pursuant to any other agreement.

VII.

TERMINATION

County may terminate this Agreement, with or without cause, upon ten (10) days prior written notice to the other party. Upon receipt of such notice, the Engineer shall immediately cease all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of said notice of termination, the Engineer shall submit its statement, showing in detail the services performed under this Agreement, to the date of termination, in accordance with Paragraph VI, above. The County shall then pay the Engineer that proportion of the prescribed charges for each previously authorized service hereunder that the authorized services actually performed at the time of termination bear to the services which had been authorized, less such payments on account of charges as have been previously made. All completed or partially completed sketches, designs, plans and specifications, studies, reports, surveys, tests, data and other documents prepared under this Agreement prior to

the date of termination shall be promptly delivered to the County when and if this Agreement is terminated.

VIII.

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications required or permitted to be given by the County to the Engineer under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to TEDSI Infrastructure Group, 1201 E. Expressway 83, Mission, Texas 78572. All notices and communications required or permitted to be given by the Engineer to the County under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to:

Honorable Rene A. Ramirez
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

IX.

ASSIGNMENT

Neither the County nor the Engineer shall assign, sublet or transfer its obligations under this Agreement without the prior written consent of the other party hereto.

X.

COMPLIANCE AND STANDARDS

The Engineer shall perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the engineering professions to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating in any way to the work to be performed hereunder and the Engineer's performance.

XI.

OWNERSHIP OF DOCUMENTS

The County shall be the absolute and unqualified owner of mylar reproducibles, preliminary layouts, sketches, and other documents prepared pursuant to this Agreement by the Engineer with the same force and effect as if the County had prepared the same. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the express written permission of Hidalgo County.

XII.

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This contract supersedes any prior contract or contracts between the parties hereto with regard to the same terms and provisions contained herein. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting subsequent modifications in writing signed by all parties hereto.

XIII.

TEXAS LAW TO APPLY

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

XIV.

COMMITMENT OF CURRENT REVENUES ONLY

In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

XV.

NOTARIZED SIGNATURES OF APPROVAL

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.

Name of Firm:	**TEDSI INFRASTRUCTURE GROUP**
Address:	1201 E. Expressway 83
	Mission, Texas 78572
Fed. I.D. #	760128014

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the____day of February 2010 by Jesus Salinas, Executive Vice President, of and on behalf of **TEDSI INFRASTRUCTURE GROUP**

_____
Jesus Salinas,
Principal
TEDSI INFRASTRUCTURE GROUP

_____
Notary Public - Signature

ATTEST: **COUNTY OF HIDALGO**

_____ _____
Arturo Guajardo Jr. Rene A. Ramirez
Hidalgo County Clerk Hidalgo County Judge

Approved as to Form:
Atlas & Hall LLP

By : _____

HIDALGO COUNTY

Professional Engineering Services
Contract #_____
Work Authorization Form

WORK AUTHORIZATION NO. 1_

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A.1. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to represent the County at MPO Technical Committee meetings and guidance to the County Representative at the MPO Policy meetings when required and coordinate meetings with TxDOT in reference to programming of County roadway projects for funding consideration through the Metropolitan Transportation Plan (MTP). The Engineer will meet with County personnel to coordinate the details of roadway projects of special interest by each individual precinct to ensure optimal progress of the project on the MTP. The Engineer will provide guidance to the County on all matters related to the MPO and TxDOT.

PART 2. LUMP SUM COST

The lump sum retainer cost for services under this Work Authorization not to exceed $ 36,000.00. This amount is based upon the monthly costs outlined in the Contract. Engineer shall attend each meeting on behalf of County of the MPO based on billing statements at a rate of $3,000.00 per meeting submitted by Engineer.

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 II.A.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No._1_ shall be funded through funding source:
Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization .

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _2_ Commissioner_Hector "Tito" Palacios. as to content and detail of this Work Authorization No. # _1_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. _2_

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER: TEDSI INFRASTRUCTURE GROUP	THE OWNER: HIDALGO COUNTY
_____ By: Eric R. Dietrich, P.E., Project Manager	_____ By: Rene Ramirez, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr. – Hidalgo County Clerk

ATTACHMENT

None

HIDALGO COUNTY

Professional Engineering Services
Contract #_____
Work Authorization Form

WORK AUTHORIZATION NO. _2_

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A.1. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to represent the County at the Hidalgo County Regional Mobility Authority (HCRMA) meetings in reference with programming and funding of projects associated with the HCRMA. The minutes of said meeting shall be presented to Commissioners Court within 4 weeks of said RMA meetings.

PART 2. LUMP SUM COST

The lump sum retainer cost for services under this Work Authorization is not to exceed $ 24,000.00. This amount is based upon the monthly costs outlined in the Contract. Engineer shall attend each meeting on behalf of County of the HCRMA based on billing statements at a rate of $2,000.00 per meeting submitted by Engineer.

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 II.A.2 of the Agreement.

PART 4. FUNDING

This Work Authorization No._2_ 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 No. _2_ Commissioner_Hector "Tito" Palacios, as to content and detail of this Work Authorization No. # _2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. _2_

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
TEDSI INFRASTRUCTURE GROUP	HIDALGO COUNTY
_____	_____
By: Eric R. Dietrich, P.E., Project Manager	By: Rene Ramirez, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr. – Hidalgo County Clerk

ATTACHMENT

None

AI-20705 **23.B.1.**

Executive Officer-Approval of a Professional Engineering Services Agreement w/J E Saenz & Associates Inc.

CC REGULAR

Date:	04/13/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Executive Officer

Information

CAPTION

a. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: “Parking Lot Improvements Project (Executive Offices at Old Administration Building) East of Closner and North of Mahl Street" - Hidalgo County.
b. Requesting approval of Work Authorization #1 ($16,434.81) from J. E. Saenz & Associates, Inc. for Professional Engineering Services for: “Parking Lot Improvements Project (Executive Offices at Old Administration Building) East of Closner and North of Mahl Street"- Hidalgo County, in connection to Contract No. C-10-063-04-13.

BACKGROUND

Contract Document C-10-063-04-13-J E Saenz & Associates Inc. (approved by legal counsel)
WA #1-J E Saenz & Associates Inc-C-10-063-04-13-Pct 4

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-025-0-739

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

BUDGETARY IMPACT:

Available balance of $164,812.55 as of 04/09/10.

Attachments

Link: Contract Document-C-10-063-04-13-approved by legal counsel

Link: Email-approval by legal cousel

Link: WA#1-J E Saenz & Associates Inc-C-10-063-04-13

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:20 PM	APRV
3	Olga Garza	Olga Garza	04/09/2010 11:22 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Letty Saenz

Started On: 04/07/2010 05:09 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-063-04-13

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 **"Parking Lot Improvements Project (Executive Offices-Old Administration Building) East of Closner and North of Mahl Street"** for **Hidalgo County** 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. Agreement shall terminate at the close of business **upon completion of this project** (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 condtions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project. The Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3hereof.

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 he **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary

to request the **Engineer** to make changes to work previously approved by the**Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the**Engineer.**

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. 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 damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees**

has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as

if such invalid, illegal or unenforceable provision hadnever been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539

ENGINEER:
J. E. Saenz & Associates, Inc.
211 East Wisconsin Road
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 is an officer of theorganization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, **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 D-1	-Fee Breakdown
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

[illegible]

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. 486

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ XCU 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 ☐ OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - POLICY LIMIT $
	OTHER				E.L. DISEASE - EA EMPLOYEE $

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

CANCELLED

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 06/29/2007

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.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair a equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & N Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Pri Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/ven participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies lis 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 Subcontrac 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 3

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 [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/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' 'D 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 **"Hidalgo County Parking Lot Improvements"**. 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 D-1

-Fee Breakdown

Project Name: Parking Lot **STATEMENT OF PROBABLE COST**

Project Number: ENG 10.004 **Page 1 of 1**

PARKING LOT OPTION II

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	4,084	S.Y.	$8.50	$34,714.00
2	8" FL BS COMPACT 95% DENSITY	4,084	S.Y.	$7.00	$28,588.00
3	6" COMP LIME TREAT. SUB. 98% DENS.	4,084	S.Y.	$5.00	$20,420.00
4	4% LIME TREATMENT FOR SUBGRADE	42	TON	$150.00	$6,300.00
5	PRIME COAT (MC-30)	817	GAL.	$5.00	$4,085.00
6	18" CONC. CURB & GUTTER	1,869	L.F.	$8.00	$14,952.00
7	3' CONC. VALLEY GUTTER	188	L.F.	$15.00	$2,820.00
8	6' CONC. VALLEY GUTTER	46	L.F.	$20.00	$920.00
9	5' CONC. SIDE WALK	166	S.Y.	$20.00	$3,328.40
10	ADA HANDICAP ACCESS RAMP	9	EA.	$400.00	$3,600.00
11	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	660	L.F.	$5.00	$3,300.00
12	REFL PAV MRK SEALER (4")	660	L.F.	$3.00	$1,980.00
13	PREFAB PAV MRK TY B (W) (ARROW)	3	EA.	$50.00	$150.00
14	INLET (COMPL) (GRATE) (TY 1-C)	4	EA.	$2,000.00	$8,000.00
15	CONCRETE CAR STOPS	75	EA.	$150.00	$11,250.00
16	DEMOLITION	1	EA.	$5,000.00	$5,000.00
				SUBTOTAL:	$149,407.40

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	$149,407.40
2) 10 % CONTINGENCY	$14,940.74
3) ENGINEERING SERVICE	$16,434.81
3) GEOTECHNICAL	$3,000.00
TOTAL CONSTRUCTION COST:	$183,782.95

TOTAL: $183,782.95

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.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County 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:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
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
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$2,000,000
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

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 07, 2010 1:53 PM
To: 'Leticia Saenz'
Subject: FW: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 07, 2010 1:25 PM
To: Martha Salazar
Subject: Re: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

The JE Saenz contracts are fine. The auto insurance on Noe Garza contract does not list the scheduled autos and there is no professional liability insurance.

----- Original Message -----
From: Martha Salazar
To: 'Stephen L. Crain'
Cc: 'Leticia Saenz'
Sent: Wednesday, April 07, 2010 12:46 PM
Subject: FW: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

Mr. Crain:

Please review and comment as to form.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, April 07, 2010 11:22 AM
To: 'Martha Salazar'; ramon.vela@co.hidalgo.tx.us
Subject: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County
Importance: High

Ms. Marty/Mr. Vela,

Please forward the attached agreements to legal counsel for review and approval.

Attachments are as follows:

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-10-063-04-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for County Parking Lot Improvements East of Closner and North of Mahl St..

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 **$16,434.81.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Account No. C-10-063-04-13
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County _____ as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.

By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

By: Rene 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" - Estimated Cost Proposal

EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

County Parking Lot Improvements

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. 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

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

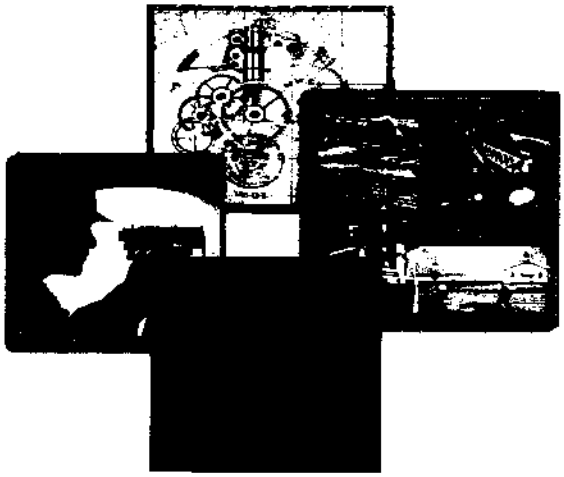


EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

County Parking Lot Improvements

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County Precinct #4 as well as construction plans for the parking lot.

The following is the work to be done for this project:

Paving Improvements

a. Conduct a topographic survey for the project area.
b. Generate plans and profiles for the proposed project.
c. Provide Specifications for project
d. Provide monthly site visits to monitor construction progress.
e. Review pay request and make recommendations.
f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
g. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #4.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EXHIBIT "C"

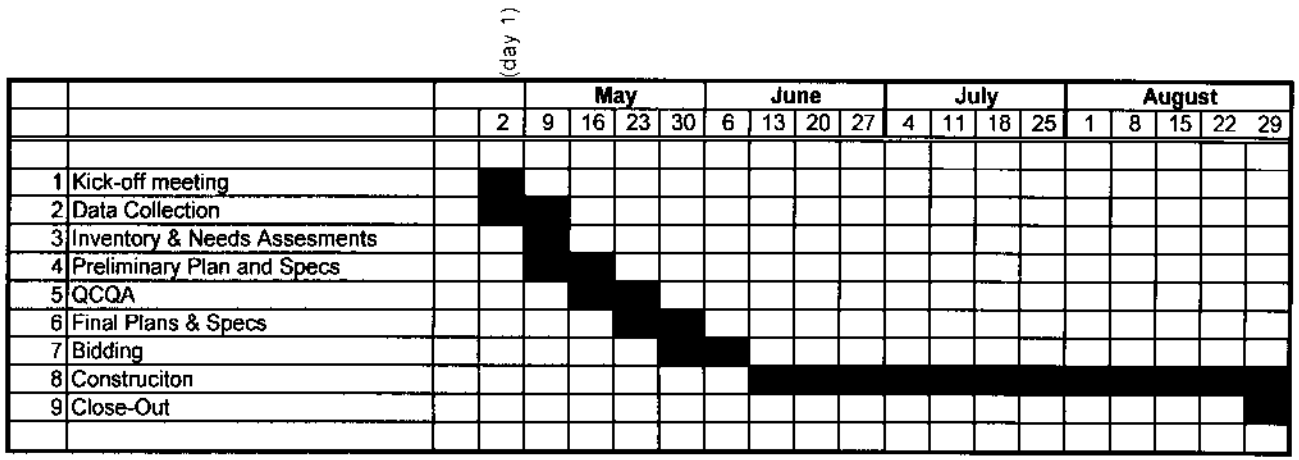
Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 Hidalgo County Parking Improvements



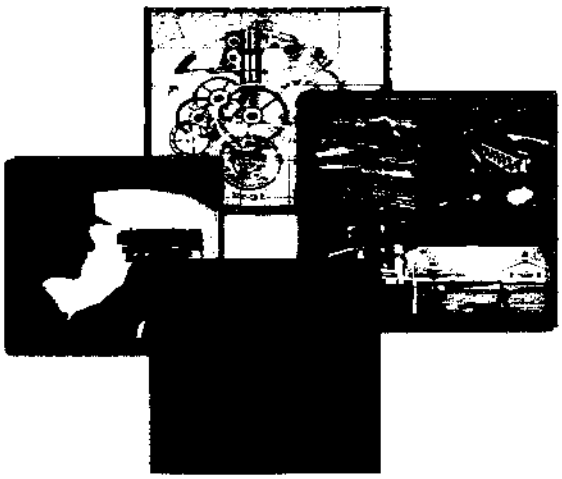


EXHIBIT "D"

Estimated Cost Proposal

Project Name: Parking Lot **STATEMENT OF PROBABLE COST**

Project Number: ENG 10.004 **Page 1 of 1**

PARKING LOT OPTION II

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	4,084	S.Y.	$8.50	$34,714.00
2	8" FL BS COMPACT 95% DENSITY	4,084	S.Y.	$7.00	$28,588.00
3	6" COMP LIME TREAT. SUB. 98% DENS.	4,084	S.Y.	$5.00	$20,420.00
4	4% LIME TREATMENT FOR SUBGRADE	42	TON	$150.00	$6,300.00
5	PRIME COAT (MC-30)	817	GAL.	$5.00	$4,085.00
6	18" CONC. CURB & GUTTER	1,869	L.F.	$8.00	$14,952.00
7	3' CONC. VALLEY GUTTER	188	L.F.	$15.00	$2,820.00
8	6' CONC. VALLEY GUTTER	46	L.F.	$20.00	$920.00
9	5' CONC. SIDE WALK	166	S.Y.	$20.00	$3,328.40
10	ADA HANDICAP ACCESS RAMP	9	EA.	$400.00	$3,600.00
11	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	660	L.F.	$5.00	$3,300.00
12	REFL PAV MRK SEALER (4")	660	L.F.	$3.00	$1,980.00
13	PREFAB PAV MRK TY B (W) (ARROW)	3	EA.	$50.00	$150.00
14	INLET (COMPL) (GRATE) (TY 1-C)	4	EA.	$2,000.00	$8,000.00
15	CONCRETE CAR STOPS	75	EA.	$150.00	$11,250.00
16	DEMOLITION	1	EA.	$5,000.00	$5,000.00
				SUBTOTAL:	$149,407.40

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	$149,407.40
2) 10 % CONTINGENCY	$14,940.74
3) ENGINEERING SERVICE	$16,434.81
3) GEOTECHNICAL	$3,000.00
TOTAL CONSTRUCTION COST:	$183,782.95

TOTAL: $183,782.95

AI-20667 **23.C.1.**

Award-"Hauling Services for all Road Materials"
CC REGULAR

Date:	04/13/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-Hauling Services for all Road Materials" with effective dates of April 29, 2010 -RFB No.: 2010-009-02-17-SMA.

BACKGROUND

1. Current Contract expires April 28, 2010
2. Contract Documents have been reviewed and approved as to form by legal counsel.
3. Recommended Vendors are "International Materials and Universal Truckers Inc.
4. Hauling Services for all Road Materials will be "On An As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 4-8-10 $22,470.65.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-8-10 $103,078.94.

Attachments

Link: Participation Sheet
Link: Tabulation Sheet
Link: Memo-Recommendation
Link: Universal Truckers-Contract
Link: International Materials-Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	04/08/2010 11:23 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:15 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/08/2010 01:59 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Montalvo Started On: 04/06/2010 03:58 PM

Final Approval Date: 04/09/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: February 17, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY PRECINCT NO 1- HAULING SERVFICES FOR ALL ROAD MATERIALS"

BID NO.: 2010-009-02-17-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ROY'S HAULING SERVICE, INC. Attn: Roy Balderas Jr.	EM	Sandra Motnalvo	02/03/10	P.O. BOX 1896 EDINBURG, TX 78540 office-956-383-2206 fax-956-383-2569 mobile-956-239-2359 royshaulinginc@aol.com
2. INTERNATIONAL MATERIALS, LLC Attn: Javier Garcia	IP & EM	Sandra Motnalvo/Javier Garza	02/03/10	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net
3. UNIVERSAL TRUCKERS INC. Attn: Bernardo Saenz	IP	Zoila Saenz	02/03/10	1052 Esperanza St. Alamo, Tx 78516 Bernardosaenz95@yahoo.com
4. TRES PALACIOS, DIRT, SAND & GRAVEL Attn: Michael Palacios	EMR	Sandra Motnalvo	02/10/10	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558 evpharr@aol.com
		Sandra Motnalvo		
		Sandra Motnalvo		

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

BID TABULATION

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

LOCATION OF PLANT		RADIUS	PARTICIPATING VENDORS								
			ROY'S HAULING SERVICE INC. Edinburg, Tx			INTERNATIONAL MATERIALS, LLC Mission, Tx			UNIVERSAL TRUCKERS, INC. Alamo, Tx		
			Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost
(FRONTERA MATERIALS) **COLD MIX**	**LA JOYA PLANT**	01-10 miles	NO BID			$ 3.60	28%	$ 2.60	$4.95	40%	$ 1.98
		11-20 miles				$ 4.40	28%	$ 2.60			
		21-30 miles				$ 5.60	28%	$ 2.60			
		31-40 miles				$ 6.60	28%	$ 2.60	$ 6.25	40%	$ 2.50
		41-50 miles				$ 7.50	28%	$ 2.60			
		51-60 miles				$ 8.50	28%	$ 2.60			
		61-70 miles				$ 9.60	28%	$ 2.60	$ 6.50	40%	$ 2.60
		71-100 miles				$11.20	28%	$ 2.60			
(FRONTERA MATERIALS) **Type D -Hot Mix-Gravel** **Type D- Hot Mix-Limestone**	**PROGRESO PLANT**	01-10 miles	$ 10.00	75 %	$ 7.50	$ 3.80	28%	$ 2.60	$9.25	40%	$ 3.70
		11-20 miles	$ 10.00	75%	$ 7.50	$ 4.50	28%	$ 2.60			
		21-30 miles	$ 10.00	75 %	$ 7.50	$ 5.80	28%	$ 2.60			
		31-40 miles	$ 10.00	75%	$ 7.50	$ 6.90	28%	$ 2.60			
		41-50 miles	$ 10.00	75 %	$ 7.50	$ 7.90	28%	$ 2.60			
		51-60 miles	$ 10.00	75%	$ 7.50	$ 8.80	28%	$ 2.60			
		61-70 miles	$ 10.00	75 %	$ 7.50	$ 10.00	28%	$ 2.60			
		71-100 miles	$ 10.00	75%	$ 7.50	$ 11.40	28%	$ 2.60			
(MARTIN MARIETTA) **Crushed Caliche-**	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$ 7.00	75 %	$ 5.25	$ 2.30	25%	$ 2.60	$ 4.95	40%	$ 1.98
		11-20 miles	$ 7.00	75%	$ 5.25	$ 3.50	25%	$ 2.60			
		21-30 miles	$ 7.00	75 %	$ 5.25	$ 4.50	25%	$ 2.60			
		31-40 miles	$ 7.00	75%	$ 5.25	$ 5.40	25%	$ 2.60	$ 6.25	40 %	$2.50
		41-50 miles	$ 7.00	75 %	$ 5.25	$ 7.00	25%	$ 2.60			
		51-60 miles	$ 7.00	75%	$ 5.25	$ 8.00	25%	$ 2.60			
		61-70 miles	$ 7.00	75 %	$ 5.25	$ 9.60	25%	$ 2.60	$6.50	40%	$ 2.60
		71-100 miles	$ 7.00	75%	$ 5.25	$11.00	25%	$ 2.60			

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Commissioner A.C. Cuellar
Hidalgo County Pct. 1

ATTN: Joseph Palacios — via email: joseph.palacios@co.hidalgo.tx.us
Jorge Flores — via email: jorge.flores@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: March 31, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-009-02-17-SMA- Hidalgo County Precinct No. 1-"Hauling Services for All Road Materials"

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Tuesday, **April 06, 2010 @ 10:00 a.m.** to be able to present to Commissioner's Court **on April 13 , 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or 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. International Materials LLC	Lowest bid by Radius (1st)
2. Universal Trucking Inc.	Lowest bid by Radius (2nd)
3. Roy's Hauling Service Inc.	Bid Specs not Complete (3rd)

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 1201-431-00-121-005-0-346
1336-431-00-121-041-0-731

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Joseph Cuellacios	Joseph Palacios	Precinct #1	4/6/10

Enclosures

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-009-04-13

THIS CONTRACT is made and entered into this **13th Day** of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2010** and ending on **April 28, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Universal Truckers, Inc.** **P.O. Box 653** **Alamo, Texas 78516**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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.

10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11) 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.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

14) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

15) **Market Volatility and Unit Price Adjustments**:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

16) **ADDITIONAL INFORMATION**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 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 WEDNESDAY, February 10, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, February 12, 2010 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for February 12, 2010. For each 10% (increase or decrease) in the current OPIS Index of February 12, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

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	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	$
					ODUCTS - 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"
VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 4.95	40 %	$ 1.98
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$ 6.25	40 %	$ 2.50
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$ 6.50	40 %	$ 2.60
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$ 9.25	40 %	$ 3.70
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ 4.95	%	$ 1.98
		11-20 miles	$	%	$
		21-30 miles	$	40% %	$
		31-40 miles	$ 6.25	%	$ 2.50
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$ 6.50	%	$ 2.60
		71-100 miles	$	%	$

OPENED
9:48am
2-17-2010
Witnessed

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"

AWARDED ITEMS TO:

UNIVERSAL TRUCKERS, INC.

Location of Plant		Radius	Total Cost Per Ton
COLD MIX (Frontera Materials)	LA JOYA PLANT	21-30 miles	$4.95
		31-40 miles	$6.25
		41-50 miles	$6.25
		51-60 miles	$6.25
		61-70 miles	$6.50
		71-100 miles	$6.50
HOT MIX **Type D-Gravel & Limestone** (Frontera Materials)	PROGRESO PLANT	61-70 miles	$9.25
		71-100 miles	$9.25
Crushed Caliche (Martin Marietta)	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	41-50 miles	$6.25
		51-60 miles	$6.25
		61-70 miles	$6.50
		71-100 miles	$6.50

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2010

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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
Universal Truckers, Inc.
P.O. Box 653
Alamo Tx 78516

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hallmark County Ins. Co.	
INSURER B:	Republic Lloyds Ins. Co.	
INSURER C:	Texas Workforce Co.	
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	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	LGL-100876-04	2/5/2010	2/5/2011	EACH OCCURRENCE	$ 1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000.00
						MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 1,000,000.00
						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC-555435-4	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 500,001.00
						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	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-00317776-04	2/10/2010	2/10/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	500,000.00
						E.L. EACH ACCIDENT	$ 100,000.00
						E.L. DISEASE - EA EMPLOYEE	$ 100,000.00
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1999 FRHT-972928 1999 FRHT-A24186 1999 FRHT-A00773 1999 FRHT-A00798 1997 FRHT-704999 1999 FRHT-A06750
1999 INTR-042968 1999 FRHT-A58305 1999 FRHT-A58305 1998 FRHT-972696 1994 FRHT-657373 1996 FRHT-662437
1995 FRHT-A75446 1998 KW- 758999 1999 KW-791172 1996 FRHT- 592804 1999 KW-799956 1995 KW-662344
1999 VOLV-764939 1998 KW-771508 1996 FRHT-01005 2000 FRHT-F54400 ANY ATTCHED TRAILER

CERTIFICATE HOLDER

HIDALGO COUNTY PCT#1
Attn: Purchasing Department
2812 S. Highway Bus 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-009A-04-13

THIS CONTRACT is made and entered into this **13th** Day of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Javier Garza dba International Materials** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2010** and ending on **April 28, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Javier Garza dba International Materials** **604 E. Fairview Drive** **Mission, Texas 78574**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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.

10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11) 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.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

14) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

15) **Market Volatility and Unit Price Adjustments**:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

16) **ADDITIONAL INFORMATION**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 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 WEDNESDAY, February 10, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, February 12, 2010 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for February 12, 2010. For each 10% (increase or decrease) in the current OPIS Index of February 12, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

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)	$
					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 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"
VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 3.60	28 %	$ 2.60
		11-20 miles	$ 4.40	28 %	$ 2.60
		21-30 miles	$ 5.60	28 %	$ 2.60
		31-40 miles	$ 6.60	28 %	$ 2.60
		41-50 miles	$ 7.50	28 %	$ 2.60
		51-60 miles	$ 8.50	28 %	$ 2.60
		61-70 miles	$ 9.60	28 %	$ 2.60
		71-100 miles	$ 11.20	28 %	$ 2.60
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$ 3.80	28 %	$ 2.60
		11-20 miles	$ 4.50	28 %	$ 2.60
		21-30 miles	$ 5.80	28 %	$ 2.60
		31-40 miles	$ 6.40	28 %	$ 2.60
		41-50 miles	$ 7.40	28 %	$ 2.60
		51-60 miles	$ 8.80	28 %	$ 2.60
		61-70 miles	$ 10.00	28 %	$ 2.60
		71-100 miles	$ 11.40	28 %	$ 2.60
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ 2.30	25 %	$ 2.60
		11-20 miles	$ 3.50	25 %	$ 2.60
		21-30 miles	$ 4.50	25 %	$ 2.60
		31-40 miles	$ 5.40	25 %	$ 2.60
		41-50 miles	$ 7.00	25 %	$ 2.60
		51-60 miles	$ 8.00	25 %	$ 2.60
		61-70 miles	$ 9.60	25 %	$ 2.60
		71-100 miles	$ 11.00	25 %	$ 2.60

OPENED
9:49am
2-17-2010
Witnessed

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"

Awarded Items To:

INTERNATIONAL MATERIALS, LLC.

Location of Plant		Radius	Total Cost Per Ton
COLD MIX *(Frontera Materials)*	**LA JOYA PLANT**	01-10 miles	$3.60
		11-20 miles	$4.40
TYPE D -HOT MIX *(Frontera Materials)*	**PROGRESO PLANT**	01-10 miles	$3.80
		11-20 miles	$4.50
		21-30 miles	$5.80
		31-40 miles	$6.90
		41-50 miles	$7.90
		51-60 miles	$8.80
CRUSHED CALICHE (Martin Marietta)	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$2.30
		11-20 miles	$3.50
		21-30 miles	$4.50
		31-40 miles	$5.40

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2010

PRODUCER
XPRESS INSURANCE AGENCY
3608 Buddy Owens Blvd Ste C
McAllen, TX 78504
(956)686-2400

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
GARZA, JAVIER
DBA: INTERNATIONAL MATERIALS
604 E FAIRVIEW DR
MISSION, TX 78574

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: TEXAS GENERAL AGENCY	
INSURER B: McClelland and Hine	
INSURER C: McClelland and Hine	
INSURER D: TEXAS MUTUAL INS	
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	
B	1	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	L086023296	08/28/09	08/28/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ INCLUDED
A	1	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	STC579499	05/23/09	05/23/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	274011	07/30/09	07/30/10	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	WC877-74-14	07/31/09	07/31/10	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

1999 KENWORTH 1XKTD69X- 1997 KENWORTH 1XKAD29X- 1993 FREIGHTLINER 1FUYDSE
1999 PETERBILT 1XP5DR9- 1993 FREIGHT 1FUYDSE- 1996 FREIGHT 1FUYDSE
1995 KENWORTH 1XKADRX- 1999 FREIGHT 1FUYDSEB2- 1998 1XKTD29X6W

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
100 N CLOSNER BLVD
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-009-02-17-SMA

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided. INTERNATIONAL / MATERIALS LLC

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO	TONS PER LOAD	VENDOR OWNED OR LEASED
93	98 KENWORTH	1XKTD29X6WJ764911	2CA711	24	INTERNATIONAL MATERIALS
94	99 KENWORTH	781204	2CD560	24	
95	97 KENWORTH	729059	2CD561	26	
96	93 FRHT.	469954	2CD559	26	
97	97 FORD	VY06863	55VP57	18	JAVIER GARZA
98	99 PETERBILT	458392	2CD562	26	INTERNATIONAL MATERIALS LLC
99	93 FRHT	416534	2CD563	26	
100	96 FRHT	566872	2CD564	26	
101	99 Volvo	743287	2RF650	26	
335	95 KW.	668429	2CD565	26	

AI-20651 **23.D.1.**

Pct 4-Approval of a Prof.Engineering Svc Agrments w/Noe Garza Engineers (Rogers&Jackson Rd) & J. E. Saenz & Assoc. Inc (Trenton, Sandy & Sunflower)

CC REGULAR

Date:	04/13/2010
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 NOE GARZA ENGINEERS, INC. for the purposes of professional engineering services for: “ROGERS ROAD & JACKSON ROAD PROJECT” for Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization #1 ($25,272.00) from NOE GARZA ENGINEERS, INC. for Professional Engineering Services for: ““ROGERS ROAD & JACKSON ROAD PROJECT” for Hidalgo County Pct. No. 4, in connection to Contract No. C-10-060-04-13.

c. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: “TRENTON ROAD, SANDY RIDGE ESTATES and SUNFLOWER ROAD PROJECT” for Hidalgo County Precinct No. 4.

d. Requesting approval of Work Authorization #1 ($94,159.41) from J. E. Saenz & Associates, Inc. for Professional Engineering Services for: “TRENTON ROAD, SANDY RIDGE ESTATES and SUNFLOWER ROAD PROJECT” for Hidalgo County Pct. No. 4, in connection to Contract No. C-10-052-04-13.

BACKGROUND

Contract Document- C-10-052-04-13 - J E Saenz & Associates Inc (approved by legal counsel)
Work Authorization #1-JE Saenz & Associates Inc-C-10-052-04-13
Contract Document- C-10-060-04-13 - Noe Garza Engineers (in review by legal counsel)
Work Authorization #1-Noe Garza Engineers Inc-C-10-060-04-13

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

Link: Contract Document-C-10-052-04-13-J E Saenz & Assoc Inc-Pct 4

Link: Email-legal counsel approval-J E Saenz

Link: WA# 1-J E Saenz & Assoc Inc-C-10-052-04-13

Link: Contract Document-C-10-060-04-13-Noe Garza Engineers

Link: WA#1-Noe Garza Engineers-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:15 AM	APRV
2	Budget & Management	Monica Badillo	04/08/2010 11:29 AM	APRV
3	Leticia Saenz	Letty Saenz	04/08/2010 03:37 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Letty Saenz Started On: 03/31/2010 04:33 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-052-04-13

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 **"Trenton Road (west of Dillion Road to Pavement), Sandy Ridge Subdivision (unnamed road between 1st Street & Doolittle Road) and Sunflower Road (between Mile 17.5 & FM 1925) Projects"** 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 db 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

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. Agreement shall terminate at the close of business **upon completion of this project** (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. R**ESIDENT 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 bllowing conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specifed in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached

hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary

to request the **Engineer** to make changes to work previously approved by the**Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of **the Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the**Engineer.**

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional 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 damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees**

has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the**Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as

if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**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 solmailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the**Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the**Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the**Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization 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 representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the____ day of _____, **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 D-1	-Fee Breakdown
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. Solazar

Martha L. Solazar, 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. 48

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 & CONTR PROT OWNER'S PROTECTIVE LIABILITY SEPTL 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 $ AUTO ONLY: AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

CANCELED

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

<u>Notice to Proposer</u>:

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 06/29/2007

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 o employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except a 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 o 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.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair
equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & N
Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Pr
Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/ven
participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor"
contractor/vendor must have been certified by. and hold a current and valid certification with any of the three agencies lis
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 Subcontrac
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 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.

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 [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/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

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' 'O 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 lien 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

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

Trenton Road, Sandy Ridge Road & Sunflower

Scope of Services

This project consists of developing specification documents as well as a construction plan set for Hidalgo County Precinct # 4.

The following is the work to be done for this project:

1. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans set for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observation, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached, and exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a Preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #4.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

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 Rate

J.E. Saenz & Associates, Inc.

Hourly Rates (2010)

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

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EXHIBIT D-1

-Fee Breakdown

Project Name: Trenton Road

Project Number: ENG. 009.001F

STATEMENT OF PROBABLE COST

22' E/E

2640 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	26.40	STA	$700.00	$726.40
2	ROAD GRADER WORK (DENS CONT)	6,454	S.Y.	$9.00	$58,086.00
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	7,049	S.Y.	$7.50	$52,867.50
4	4% LIME TREATMENT FOR BASE COURSE (ROAD MIXED)	7,049	S.Y.	$7.50	$52,867.50
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP)	6,454	S.Y.	$10.00	$64,540.00
6	PRIME COAT ASPH MATRL (MC-30)(0.2 gal/sy)	1291	GAL	$7.50	$9,682.50
7	MOBILIZATION	1	L.S.	$6,000.00	$6,000.00
8	DRIVEWAYS (ASPH CONC PAV)(PB-1)	86	S.Y.	$7.50	$645.00
9	15" RCP STORM DRAIN CL III	83	L.F.	$60.00	$4,980.00
10	18" RCP STORM DRAIN CL III	36	L.F.	$75.00	$2,700.00
11	ROAD SIDE DITCH	5280	L.F.	$6.00	$31,680.00
12	SAFETY END TREATMENT (18")(6:1)	2	EA.	$1,200.00	$2,400.00
				SUB TOTAL:	**$287,174.90**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$287,174.90
2) 10 % CONTINGENCY	$28,717.49
3) ENGINEERING	$31,589.24

TOTAL: $347,481.63

J.E. Saenz & Associates, Inc.

1/11/2010

Project Name: Sandy Ridge Road

STATEMENT OF PROBABLE COST

Project Number: ENG. 009.001E

22' E/E

427 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	4.27	STA	$700.00	$704.27
2	ROAD GRADER WORK (DENS CONT)	1,179	S.Y.	$9.00	$10,611.00
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	1,179	S.Y.	$7.50	$8,845.50
4	4% LIME TREATMENT FOR BASE COURSE (ROAD MIXED)	1,179	S.Y.	$7.50	$8,842.50
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP)	1,044	S.Y.	$10.00	$10,437.00
6	PRIME COAT ASPH MATRL (MC-30)(0.2 gal/sy)	209	GAL	$7.50	$1,566.00
7	MOBILIZATION	1	L.S.	$6,000.00	$6,000.00
8	DRIVEWAYS (ASPH CONC PAV)(PB-1)	127	S.Y.	$7.50	$952.50
9	DRIVEWAYS (CONCRETE)	46	S.Y.	$28.00	$1,288.00
10	15" RCP STORM DRAIN CL III	164	L.F.	$60.00	$9,840.00
11	18" RCP STORM DRAIN CL III	34	L.F.	$75.00	$2,550.00
12	ROAD SIDE DITCH	803	L.F.	$6.00	$4,818.00
13	SAFETY END TREATMENT (18")(6:1)	2	EA.	$1,200.00	$2,400.00
				SUB TOTAL:	**$68,854.77**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$68,854.77
2) 10 % CONTINGENCY	$6,885.48
3) ENGINEERING	$7,574.02
TOTAL:	**$83,314.27**

Project Name: Sunflower Road

Project Number: ENG. 009.001 C

STATEMENT OF PROBABLE COST

24' E/E

5020 L.F. OF ASPHALT PAVING

PAVING & Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	50.2	STA	$700.00	$35,140.00
2	ROAD GRADER WORK (DENS CONT)	13,387	SY	$6.50	$87,015.50
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	14,502	SY	$8.00	$116,016.00
4	4% LIME TREAT. FOR BASE COURSE (ROAD MIXED)	14,502	SY	$3.00	$43,506.00
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP) (W/MC-30)	13,387	S.Y.	$9.00	$120,483.00
6	PRIME COAT ASPH MARTL (MC-30) (0.2 gal/SY)	2,677	GAL	$7.50	$20,080.50
7	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00
8	ROAD SIDE DITCH	7914	LF	$6.00	$47,484.00
9	DRIVEWAYS (ASPH CONC PAV)(PB-1)	200	S.Y.	$20.00	$4,000.00
10	15" RCP STORM DRAIN CL III	472	L.F.	$45.00	$21,240.00
				SUB TOTAL:	**$499,965.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$499,965.00
2) 10 % CONTINGENCY	$49,996.50
3) ENGINEERING	$54,996.15
TOTAL:	**$604,957.65**

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. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County 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:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	65SBAPZ5144	02/23/10	02/23/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	65UECTW9306	02/23/10	02/23/11	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	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECPH6742	02/23/10	02/23/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
		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

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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					
		☐ COMMERCIAL GENERAL LIABILITY					
		☐ CLAIMS MADE ☐ OCCUR				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				MED EXP (Any one person)	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional 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

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Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 07, 2010 1:53 PM
To: 'Leticia Saenz'
Subject: FW: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 07, 2010 1:25 PM
To: Martha Salazar
Subject: Re: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

The JE Saenz contracts are fine. The auto insurance on Noe Garza contract does not list the scheduled autos and there is no professional liability insurance.

----- Original Message -----
From: Martha Salazar
To: 'Stephen L. Crain'
Cc: 'Leticia Saenz'
Sent: Wednesday, April 07, 2010 12:46 PM
Subject: FW: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County

Mr. Crain:

Please review and comment as to form.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, April 07, 2010 11:22 AM
To: 'Martha Salazar'; ramon.vela@co.hidalgo.tx.us
Subject: Review & Approval of Professional Svc Agreements-Pct 4 & Hidalgo County
Importance: High

Ms. Marty/Mr. Vela,

Please forward the attached agreements to legal counsel for review and approval.

Attachments are as follows:

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-10-052-04-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Trenton Road, Sandy Ridge Estates & Sunflower Road.

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 **$94,159.41.** The breakdown of the total amount is $31,589.24 for Trenton Road, $7,574.02 for Sandy Ridge Estates, and $54,996.15 for Sunflower respectively for engineering services. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 0-1204-431-00-124-007-0-731
Account No. C-10-052-04-13
Requisition Number 159226 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.

_____
By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY

_____
By: Rene 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" - Estimated Cost Proposal

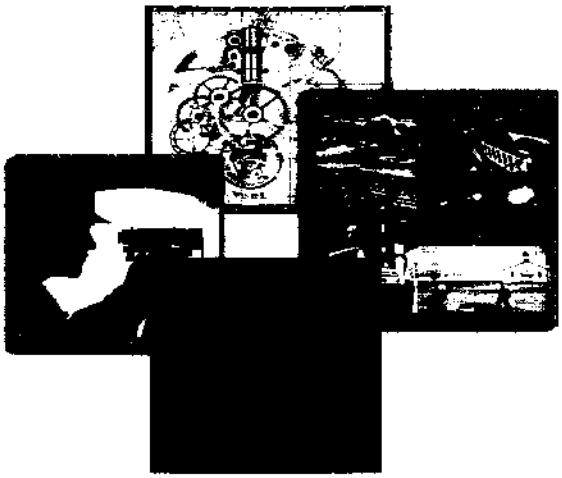

EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

Trenton Road, Sandy Ridge Road, & Sunflower

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. 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

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

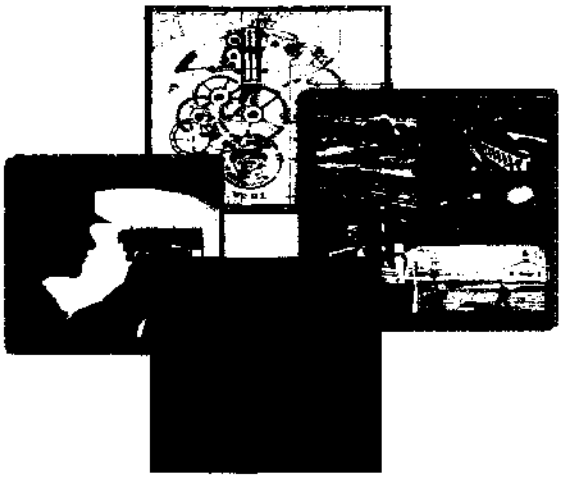

EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

Trenton Road, Sandy Ridge Road & Sunflower

Scope of Services

This project consists of developing specification documents as well as a construction plan set for Hidalgo County Precinct # 4.

The following is the work to be done for this project:

1. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans set for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observation, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached, and exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a Preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #4.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

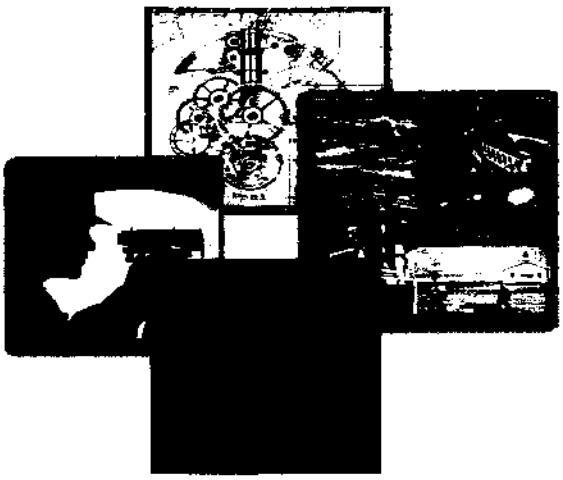

EXHIBIT "C"

Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 County Road Improvements

(day 1)

	Trenton Road	February				March				April				May					June				July						
		7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25			
1	Kick-off meeting									■																			
2	Data Collection									■	■																		
3	Inventory & Needs Assesments										■																		
4	Preliminary Plan and Specs										■	■																	
5	QCQA											■	■																
6	Final Plans & Specs												■	■															
7	Bidding													■	■														
8	Construciton															■	■	■	■	■	■								
9	Close-Out/As-Builts																				■	■	■						

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 County Road Improvements

(day 1)

	Sandy Ridge Estates	February				March				April				May					June				July						
		7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25			
1	Kick-off meeting																												
2	Data Collection																												
3	Inventory & Needs Assesments																												
4	Preliminary Plan and Specs																												
5	QCQA																												
6	Final Plans & Specs																												
7	Bidding																												
8	Construciton																												
9	Close-Out																												

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: March 22, 2010

PROJECT: Hidlago County Precinct #4 County Road Improvements

(day 1)

	Sunflower Road	March				April				May					June				July				August					September		
		7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19
1	Kick-off meeting					■																								
2	Data Collection					■	■	■																						
3	Inventory & Needs Assesments						■	■																						
4	Preliminary Plan and Specs							■	■	■																				
5	QCQA									■	■																			
6	Final Plans & Specs										■	■																		
7	Bidding												■																	
8	Construciton												■	■	■	■	■	■	■	■	■	■	■	■	■	■				
9	Close-Out/As-builts																									■	■	■		

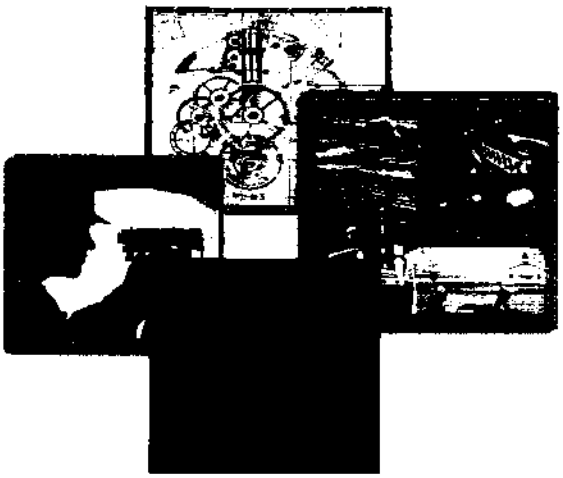

EXHIBIT "D"

Estimated Cost Proposal

Project Name: Trenton Road **STATEMENT OF PROBABLE COST**

Project Number: ENG. 009.001F **Page 1 of 1**

22' E/E

2640 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	26.40	STA	$700.00	$726.40
2	ROAD GRADER WORK (DENS CONT)	6,454	S.Y.	$9.00	$58,086.00
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	7,049	S.Y.	$7.50	$52,867.50
4	4% LIME TREATMENT FOR BASE COURSE (ROAD MIXED)	7,049	S.Y.	$7.50	$52,867.50
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP)	6,454	S.Y.	$10.00	$64,540.00
6	PRIME COAT ASPH MATRL (MC-30)(0.2 gal/sy)	1291	GAL	$7.50	$9,682.50
7	MOBILIZATION	1	L.S.	$6,000.00	$6,000.00
8	DRIVEWAYS (ASPH CONC PAV)(PB-1)	86	S.Y.	$7.50	$645.00
9	15" RCP STORM DRAIN CL III	83	L.F.	$60.00	$4,980.00
10	18" RCP STORM DRAIN CL III	36	L.F.	$75.00	$2,700.00
11	ROAD SIDE DITCH	5280	L.F.	$6.00	$31,680.00
12	SAFETY END TREATMENT (18")(6:1)	2	EA.	$1,200.00	$2,400.00
				SUB TOTAL:	**$287,174.90**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$287,174.90
2) 10 % CONTINGENCY	$28,717.49
3) ENGINEERING	$31,589.24

TOTAL: $347,481.63

Project Name: Sandy Ridge Road **STATEMENT OF PROBABLE COST**

Project Number: ENG. 009.001E **Page 1 of 1**

22' E/E

427 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	4.27	STA	$700.00	$704.27
2	ROAD GRADER WORK (DENS CONT)	1,179	S.Y.	$9.00	$10,611.00
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	1,179	S.Y.	$7.50	$8,845.50
4	4% LIME TREATMENT FOR BASE COURSE (ROAD MIXED)	1,179	S.Y.	$7.50	$8,842.50
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP)	1,044	S.Y.	$10.00	$10,437.00
6	PRIME COAT ASPH MATRL (MC-30)(0.2 gal/sy)	209	GAL	$7.50	$1,566.00
7	MOBILIZATION	1	L.S.	$6,000.00	$6,000.00
8	DRIVEWAYS (ASPH CONC PAV)(PB-1)	127	S.Y.	$7.50	$952.50
9	DRIVEWAYS (CONCRETE)	46	S.Y.	$28.00	$1,288.00
10	15" RCP STORM DRAIN CL III	164	L.F.	$60.00	$9,840.00
11	18" RCP STORM DRAIN CL III	34	L.F.	$75.00	$2,550.00
12	ROAD SIDE DITCH	803	L.F.	$6.00	$4,818.00
13	SAFETY END TREATMENT (18")(6:1)	2	EA.	$1,200.00	$2,400.00
				SUB TOTAL:	**$68,854.77**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$68,854.77
2) 10 % CONTINGENCY	$6,885.48
3) ENGINEERING	$7,574.02
TOTAL:	**$83,314.27**

Project Name: Sunflower Road

Project Number: ENG. 009.001 C

STATEMENT OF PROBABLE COST

24' E/E

5020 L.F. OF ASPHALT PAVING

PAVING & Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	50.2	STA	$700.00	$35,140.00
2	ROAD GRADER WORK (DENS CONT)	13,387	SY	$6.50	$87,015.50
3	FLEX BASE (COMPL IN PLACE)(CALICHE)	14,502	SY	$8.00	$116,016.00
4	4% LIME TREAT. FOR BASE COURSE (ROAD MIXED)	14,502	SY	$3.00	$43,506.00
5	HOT-MIX ASPH CONC TY D (1 1/2" ACP) (W/MC-30)	13,387	S.Y.	$9.00	$120,483.00
6	PRIME COAT ASPH MARTL (MC-30) (0.2 gal/SY)	2,677	GAL	$7.50	$20,080.50
7	MOBILIZATION	1	L.S.	$5,000.00	$5,000.00
8	ROAD SIDE DITCH	7914	LF	$6.00	$47,484.00
9	DRIVEWAYS (ASPH CONC PAV)(PB-1)	200	S.Y.	$20.00	$4,000.00
10	15" RCP STORM DRAIN CL III	472	L.F.	$45.00	$21,240.00
				SUB TOTAL:	**$499,965.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$499,965.00
2) 10 % CONTINGENCY	$49,996.50
3) ENGINEERING	$54,996.15
TOTAL:	**$604,957.65**

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 06, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
"Trenton, Sandy Ridge Estates & Sunflower Rd."
C-10-052-04-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$94,159.41** FOR **J.E. SAENZ & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

TRENTON RD	**$31,589.24**
SANDY RIDGE ESTATES	**$ 7,574.02**
SUNFLOWER RD.	**$54,996.15**
	$94,159.41

FUNDING FOR THESE'S PROJECTS WILL BE FROM ACCOUNT No.:
0-1204-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-060-04-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Noe Garza Engineering & 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 **"Rogers Road & Jackson Road Projects"** 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 Agreementexchange 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. Agreement shall terminate at the close of business **upon completion of this project** (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 heein.

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 willbe due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the**Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of**Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner, the Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost poposal 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 madeto the **Engineer.**

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. 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 ad 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 performthe services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in

document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting 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 unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539

ENGINEER:
Noe Garza Engineers, Inc
208 West Ferguson, Unit #2
Pharr, Texas 78577

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the**Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the**Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the**Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization 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 representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2010.**

ENGINEER:
NOE GARZA ENGINEERS, INC.

BY:_____
Noe Garza, P.E.

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 D-1	-Fee Breakdown
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

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
A	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE $
	☐☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire) $
	☐ OWNER'S & CONTRACTOR'S PROT				MED EXP (Any one person) $
	☐ OWNER'S PROTECTIVE LIABILITY				PERSONAL & ADV INJURY $
	☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				GENERAL AGGREGATE $
					PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				
B	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) $
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) $
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) $
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	☐ ANY AUTO				OTHER THAN EA ACC $
					AUTO ONLY: AGG $
	EXCESS LIABILITY				EACH OCCURRENCE $
C	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE $
	☐ DEDUCTIBLE				$
	☐ RETENTION $				$
					WC STATU- TORY LIMITS ☐ OTH- ER
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				E.L. EACH ACCIDENT $
					E.L. DISEASE - POLICY LIMIT $
					E.L. DISEASE - EA EMPLOYEE $
	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 06/29/2007

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.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair an equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Nor Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prim Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendo participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" th contractor/vendor must have been certified by. and hold a current and valid certification with any of the three agencies liste 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 Subcontracto 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 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.

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]

See Form 1099-MISC, Miscellaneous Income, and its instructions.

[1] 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' 'O 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

NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
FAX (956) 783-1209
www.ngeinc.net
(956) 783-1207

February 10, 2010

The Honorable Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
PO Box 1356
Edinburg, Texas 78540

Re: Rogers and Jackson Road – Street Improvements

Dear Commissioner Garza:

It is our pleasure to submit to you our proposal for Engineering Services for Rogers and Jackson Road Street Improvements. We are prepared to move forward and expedite the completion of this project. Plans and specifications will be produced with the following

1. Field Surveying and Topography of existing curb & gutter grade, locates all structures within the right of ways.
2. Prepare plans and specifications (Design, Grading and Street Improvements) for paving (working caliche) for both roads and reworking ditch for Jackson Road.
3. Field Staking for paving.
4. Field Inspection for quality control.
5. Close out documents w/ as-built plans.

If you should have any questions or need any additional information, please contact our office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.
President

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

NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
FAX (956) 783-1209
www.ngeinc.net
(956) 783-1207

PROPOSED COST OF SERVICES

A. Cost Estimates

Median Compensation Curves for Engineering Services by Consulting Engineers Council of Texas.

B. Extra Work

Should further service beyond the scope of the project be required, our fees are as follows:

1.	Engineering Time (Principal)	$210/hr
2.	Engineering Time (Associates)	$105/hr
3.	Drafting Time	$80/hr
4.	Expense and Travel	Invoice + 10%
5.	Survey Crew	$175/hr

EXHIBIT D-1

-Fee Breakdown

208 WEST FERGUSON UNIT 2 { NOE GARZA ENGINEERS, INC.} (956) 783-1207

PROJECT HIDALGO COUNTY PCT 4 - ROGERS ROAD & JACKSON ROAD

GENERAL DESCRIPTION

ITEM NO.	DESCRIPTION	THIS ESTIMATE		UNIT PRICE	TOTAL
	ROGERS ROAD				
	1 1/2" HOT MIX	14000	S.Y.	$ 7.00	$ 98,000.00
	8" CALICHE	15000	S.Y.	$ 7.92	$ 118,800.00
	4" YELLOW STRIPING	4200	L.F.	$ 1.00	$ 4,200.00
	TESTING ALLOWANCE	1	L.S.	$ 3,500.00	$ 3,500.00
					$ 224,500.00
	JACKSON ROAD				
	1 1/2" HOT MIX	1000	S.Y.	$ 7.50	$ 7,500.00
	8" CALICHE	1500	S.Y.	$ 8.00	$ 12,000.00
	TESTING ALLOWANCE	1	L.S.	$ 3,500.00	$ 3,500.00
	ROAD DITCH (RE-WORK)	450	L.F.	$ 10.00	$ 4,500.00
	12" ADS CULVERT	30	EACH	$ 24.00	$ 720.00
					$ 28,220.00
	SUBTOTAL				$ 252,720.00
	ENGINEERING FEE				$ 25,272.00
	GRAND TOTAL				$ 277,992.00

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:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/10

PRODUCER
XAVIER PENA
2518 W FREDDY GONZALEZ
EDINBURG, TEXAS 78539

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
NOE GARZA ENGINEERS INC.
208 W FERGUSON ST UNIT2
PHARR, TEXAS 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE HARTFORD	
INSURER B: ALLSTATE INS. CO	
INSURER C:	
INSURER D:	
INSURER E: F. ALLSTATE INS. CO	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	01SBMA05035	03/24/2010	03/24/2011	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	048614194	07/02/2009	07/02/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		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	$ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
F		OTHER BUSINESS CONTENTS	049919140	9-17-09	9-17-10	CONTENTS LIABILITY $75000 $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2009 GMC YUKON VIN# 1GKFC13599R190506

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 SOUTH BUS HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
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CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☒ STATE FARM LLOYDS, Dallas, Texas

04-01-2010

insures the following policyholder for the coverages indicated below:

Policyholder: TONY GUZMAN DBA. GUZMAN & ASSOCIATES

Address of policyholder: 210 NOLANA SUITE B, MCALLEN TEXAS 78504

Location of operations: SAME

Description of operations: CONSULTING SERVICES

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-BK-X0407	Comprehensive Business Liability	09-22-2009	09-22-2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ BUSINESS LIABILITY ☒ CONTENT COVERAGE 15,000 ☒ ALL RISK COVERAGE			Each Occurrence $ 300,000 General Aggregate $ 600,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-BK-X0407	CONTENTS	09-22-2009	09-22-2010	15,000 CONTENTS ALL RISK COVERAGE

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED
Hidalgo County Purchasing Department
2812 S Business Highway 281
Edinburg, Tx 78539

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
IRMA CASTANEDA 04-01-2010
Title Date
ROEL VILLANUEVA
Agent Name
Telephone Number 956-702-4200

Agent's Code Stamp
Agent Code 6424
AFO Code F116

TexasMutual® Insurance Company

Certificate of Workers' Compensation Insurance

INSURED	PRODUCER
NOE GARZA ENGINEERS INC 208 W FERGUSON ST STE 2 PHARR, TX 78577-2455	NONE
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. IN COMPLIANCE WITH TEXAS LAW, THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.	INSURERS AFFORDING COVERAGE TEXAS MUTUAL INSURANCE COMPANY

Coverages

The policy of insurance listed below has been issued to the insured name above for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

Type of Policy	Policy Number	Effective Date	Expiration Date	Employer's Liability Limits
Workers' Compensation and Employers' Liability	0001127488	02-07-2010	02-07-2011	Bodily Injury by Accident Each Accident $ 1,000,000
				Bodily Injury by Disease Policy Limit $ 1,000,000
				Bodily Injury by Disease Each Person $ 1,000,000

Description of operations/locations/exclusions added by endorsement / special provisions

INFORMATION PROVIDED BY THE POLICYHOLDER REFLECTS PAYROLL FOR CLERICAL (8810) ONLY

COVERAGE SHOWN IS FOR TEXAS BENEFITS FOR TEXAS EMPLOYEES ONLY

Certificate Holder	
COUNTY OF HIDALGO 2802 S. BUS. HWY 281 EDINBURG, TX 78539	SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAME 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

Bernadine Barno

Bernadine Barno

DATE ISSUED

02/25/2010

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2010

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703
MICHAEL J. HALL & COMPANY
HALL & COMPANY
19660 10TH AVENUE N.E.
POULSBO WA 98370

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
NOE GARZA ENGINEERS, INC.
208 WEST FERGUSON, UNIT 2
PHARR TX 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED. EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				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 Claims Made Form	89435805	03/24/10	03/24/11	$1,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Hidalgo
2802 South Business Hwy. 281
Edinburg, Texas 78539

Attention:

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, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ashley L. Hurd

ACORD 25 (2009/01) Certificate # 112565

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-060-04-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner", and, **Noe Garza Engineers, Inc.**, professional engineers of Pharr, Texas, hereinafter called "Engineer".

PART I. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Street Improvements to Rogers Road and Jackson Road.

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 $25,272.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 0-1204-431-00-124-007-0-731
Requisition Number _____(MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

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, Jr. to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY COMMISSIONER PCT. 4

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____day of _____, 2010.

THE ENGINEER:
NOE GARZA ENGINEERS

By: Noe Garza, P.E.

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 Owner
ATTACHMENT "B" - Service to be Provided by Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

NGE
NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
FAX (956) 783-1209
www.ngeinc.net
(956) 783-1207

February 10, 2010

The Honorable Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
PO Box 1356
Edinburg, Texas 78540

Re: Rogers and Jackson Road – Street Improvements

Dear Commissioner Garza:

It is our pleasure to submit to you our proposal for Engineering Services for Rogers and Jackson Road Street Improvements. We are prepared to move forward and expedite the completion of this project. Plans and specifications will be produced with the following

1. Field Surveying and Topography of existing curb & gutter grade, locates all structures within the right of ways.
2. Prepare plans and specifications (Design, Grading and Street Improvements) for paving (working caliche) for both roads and reworking ditch for Jackson Road.
3. Field Staking for paving.
4. Field Inspection for quality control.
5. Close out documents w/ as-built plans.

If you should have any questions or need any additional information, please contact our office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.
President

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Hidalgo County Precinct No. 4
Engineering
Contract No. C-10-060-04-13

Project: Rogers Road & Jackson Road Street Improvements

The Engineer shall provide the deliverables for this work authorization as follows: We are prepared to move forward and expedite the completion of this project. Plans and specifications will be produced with the following

1. Field Surveying and Topography of existing curb & gutter grade, locates all structures within the right of ways.
2. Prepare plans and specifications (Design, Grading and Street Improvements) for paving (working caliche) for both roads and reworking ditch for Jackson Road.
3. Field Staking for paving.
4. Field Inspection for quality control.
5. Close out documents w/ as-built plans.
6. Topography – 3 days from Date of Notice of Proceed
7. Design – 8 days from the Date of Notice of Proceed
8. Final Design – 15 days from the Date of Notice of Proceed

EXHIBIT D

-Engineer's Contract Rates

208 WEST FERGUSON UNIT 2 { NOE GARZA ENGINEERS, INC.} (956) 783-1207

PROJECT HIDALGO COUNTY PCT 4 - ROGERS ROAD & JACKSON ROAD

GENERAL DESCRIPTION

ITEM NO.	DESCRIPTION	THIS ESTIMATE		UNIT PRICE	TOTAL
	ROGERS ROAD				
	1 1/2" HOT MIX	14000	S.Y.	$ 7.00	$ 98,000.00
	8" CALICHE	15000	S.Y.	$ 7.92	$ 118,800.00
	4" YELLOW STRIPING	4200	L.F.	$ 1.00	$ 4,200.00
	TESTING ALLOWANCE	1	L.S.	$ 3,500.00	$ 3,500.00
					$ 224,500.00
	JACKSON ROAD				
	1 1/2" HOT MIX	1000	S.Y.	$ 7.50	$ 7,500.00
	8" CALICHE	1500	S.Y.	$ 8.00	$ 12,000.00
	TESTING ALLOWANCE	1	L.S.	$ 3,500.00	$ 3,500.00
	ROAD DITCH (RE-WORK)	450	L.F.	$ 10.00	$ 4,500.00
	12" ADS CULVERT	30	EACH	$ 24.00	$ 720.00
					$ 28,220.00
	SUBTOTAL				$ 252,720.00
	ENGINEERING FEE				$ 25,272.00
	GRAND TOTAL				$ 277,992.00

AI-20710 **23.E.1.**

RFP-Turn-Key Purchase Of A New Records Management Software
CC REGULAR

Date:	04/13/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** HIDTA

Information

CAPTION

a. Presentation of the scoring grid in connection with the sole response received (Cardinal Tracking, Inc.) for the purposes of ranking by Commissioners Court as "qualified" in order to proceed to the next phase of the proposal process for: "Turn-Key Purchase Of A New Record Management Software-RFP No: 2010-049-03-24CGV for Hidalgo County HIDTA Task Force;

b. Requesting authority for Purchasing Department to enter into negotiations with the sole qualified/ranked proposer in order to finalize a contract for consideration and award for "Turn-Key Purchase Of A New Record Management Software-RFP No: 2010-049-03-24CGV" for Hidalgo County HIDTA Task Force.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1254-412-00-270-014-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
$38,000.00 in available funds as of 04/08/10.

FISCAL YEAR: 2010 **ACCT. #:** 1254-412-00-270-014-0-665
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
$8,000.00 in available funds as of 04/08/10.

FISCAL YEAR: 2010 **ACCT. #:** 1254-412-00-270-014-0-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
$15,000.00 in available funds as of 04/08/10.

FISCAL YEAR: 2010 **ACCT. #:** 1254-412-00-270-014-0-601

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

BUDGETARY IMPACT:

$3,659.77 in available funds as of 04/08/10.

Attachments

Link: RFP ACCEPTANCE SHEET

Link: SCORING GRID

Link: RECOMMENDATION LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 03:43 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 03:47 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/09/2010 10:12 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Vangie Garcia Started On: 04/08/2010 10:22 AM

Final Approval Date: 04/09/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

RFP ACCEPTANCE DATE: March 24, 2010	**RFP ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP: "Turn-Key Purchase of a New Records Management Software"

RFP NO: 2010-049-03-24CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSALS
#01	Cardinal Tracking Inc.	✓
#02		
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

EVALUATION/GRADING GRID FOR RFP NO: 2010-049-03-24-CGV
"TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE"

EVALUATION CRITERIA	CARDINAL TRACKING INC.
	GRADER
1. Capability and Software Performance	25
2. Ability to provide all series requested	25
3. Vendor's Financial Stability and Experience	25
4. Cost Fees, Warranty and Maintenance Services	25
TOTAL SCORE	**100**
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)	

Hidalgo County H.I.D.T.A. Task Force

MEMORANDUM

To: Martha Salazar, CPPB, Hidalgo County Purchasing Agent

Cc: Gricelda (Cris) Villarreal, Buyer II, Hidalgo County Purchasing Department

From: Dora L. Munoz, Hidalgo County HIDTA Task Force

Date: April 1, 2010

Ref: Recommendation of Cardinal Tracking, Inc. on Bid No. 2010-049-03-24CGV "Turn Key Purchase of a New Records Management Software"

After careful review of Bid No. 2010-049-03-24-CGV "Turn Key Purchase of a New Records Management Software," I would like to recommend Cardinal Tracking, Inc.

The following expenditure account numbers will be used for said purchase:

0-1254-412-00-270-014-0-747 – Software	Balance as of 04/01/10	$38,000.00
0-1254-412-00-270-014-0-665 – Minor Comp Equip	Balance as of 04/01/10	$ 8,000.00
0-1254-412-00-270-014-0-745 – Computer Equip	Balance as of 04/01/10	$15,000.00
0-1254-412-00-270-014-0-601 – Office & Comp Equip	Balance as of 04/01/10	$ 3,659.77

If you should have any questions, please contact Sonya Lopez, Hidalgo County HIDTA Task Force Administrative Assistant or me.

Thank you.

AI-20715 **23.F.1.**

Bid Award Recomm. Audio/Visual project for 370th District Court
CC REGULAR

Date: 04/13/2010
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** District Courts

Information

CAPTION

Recommending award of bid to the lowest bidder meeting all specifications/requirements, terms and conditions as stated in RFB NO: 2010-034-01-20-MSS- "Turnkey Purchase and Installation for new Audio and Video System" for Hidalgo County 370th District Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-007-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds in the amount of $8,036.00 available as of 04/09/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-007-001-0-743
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds in the amount of $1,029.00 available as of 04/09/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-007-001-0-601
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds in the amount of $940.01 available as of 04/09/10.

Attachments

Link: backup doc
Link: IT doc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/09/2010 02:16 PM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 03:31 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/09/2010 04:32 PM	APRV

4	Auditor's Office	04/09/2010 04:47 PM	NEW
Form Started By: Oscar Garza		Started On: 04/08/2010 03:34 PM	
Final Approval Date: 04/09/2010			

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County**

BID OPENING DATE: **January 20, 2010**	BID OPENING TIME: **9:30 A.M.**

DESCRIPTION OF BID: **"Turnkey Purchase and Installation for new Audio and Video System for Hidalgo County 370th District Court"**

BID No: **2010-034-01-20-MSS**	BUYER: **Moises Salazar**

	NAME OF COMPANY	TOTAL PRICE (TURNKEY)	BID BOND
1	**Communications Etc (Submitted for A. Razo, LLC dba Hi-Tech Security Systems)**	**$9,663.00**	**N/A**
2	**Starr Telecom**	**$7,896.00**	**N/A**
3			
4			
5			
6			
7			
8			

ESTER CONTRERAS
DISTRICT COURT COORDINATOR

FRANK B. MORENO, CSR-RPR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

February 2, 2010

RECEIVED
FEB 02 2010
By 1:3:03 pm

TO: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

FM: Hon. Noé González
Judge Presiding

RE: Turnkey Purchase and Installation for new Audio and Video System for Hidalgo County 370th District Court
Bid No. 2010-034-01-20-MSS

This memo is to serve as notice of my recommendation on the bids submitted on the Audio/Video System for the 370th State District Court.

At first blush the lower bid seems logical until you begin to examine the products chosen by each bidder. Generally, the overall "quality" of the products that are included in the bid by "Hi Tech" (the higher bid) are far superior to those products included by "Starr Telecom". I have personally done the leg work on the research and have concluded that in the long run, it would be more beneficial and cost-effective to the taxpayers of our county to accept the "Hi Tech" bid.

The only products that I could compare are the DVR, the AMPLIFIER, and the CAMERAS, because the specs on the speakers, the wireless tuner and wireless microphones, were not provided by Starr Telecom, which is disturbing to me.

I have been on the bench for over 15 years and have always had problems with the speaker and microphone systems that I have had available, therefore, quality is extremely important in order to assure reliability. The DVR that "Starr" includes in their quote has the lowest level of performance even in that company's product comparison as opposed to what "Hi Tech" offers, which is of better quality, durability, and more importantly, reliability. The AMPLIFIER included by "Starr" is fine, although that product company makes excellent microphones, their amplifiers are middle of the road as opposed to what "Hi Tech" offers, which in my opinion is better and more reliable.

Now, the cameras included by "Starr" as compared to those included by "Hi Tech"are not even close in comparison. The quality, reliability and performance by those offered by "Hi Tech" far exceed those offered by Starr. The cameras' costs are far different because the products are far different. Finally, the installation charges are higher by "Starr" than "Hi Tech" for the same work.

Based on my independent research into the included products on these bids, I recommend that "Hi Tech" be awarded the bid. I have no problem with Starr Telecom, however, on these bids, the most important issues to me have to be quality, durability, and reliability of products we will use on a daily basis. The taxpayers will actually get a better deal for their money in the long run. We must assure that our courts work efficiently and avoid unnecessary delays due to malfunctions with equipment.

If you have any question with reference to this memo, feel free to contact me as soon as possible.

Moises Salazar

From: Stan Ramos [stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, March 25, 2010 10:37 AM
To: 'Moises Salazar'
Cc: renan@co.hidalgo.tx.us
Subject: Cameras

Moises

After careful consideration the IT Dept. highly recommends that Hi-Tech Security be considered to address the security cameras and audio equipment concerns for the 370th District Court as the equipment meets the requirements for the county. If you have any questions do not hesitate to call me.

Stan Ramos III
Hidalgo County Information Technology
stan.ramos@co.hidalgo.tx.us
100 E. Cano 4th floor
Edinburg Tx, 78539
office 956-292-7010
fax 956-318-2152
cell 956-207-9883

PURCHASING DEPARTMENT
County Of Hidalgo

April 1, 2010

Leonel J. Lopez, President
Starr Telecom
304 W. Veterans
Palmview, Texas 78572

Re: **RFB No. 2010-034-01-20-MSS**
Hidalgo County -"Turnkey Purchase and Installation for New Audio and Video System for Hidalgo County 370th District Court"

Dear Mr. Lopez:

Hidalgo County Purchasing Department cannot recommend awarding a bid to a vendor that does not meet all specifications, requirements, terms and conditions set forth in the solicitation of sealed bids. The Purchasing Department will only recommend award to the lowest bidder. The above referenced project is scheduled for action at the next Commissioners' Court meeting.

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to appear at Commissioner's Court on April 6, 2010 at 9:00 a.m., located at 100 E. Cano St., 1st floor, off the atrium in Edinburg, Texas, to voice your opinion or comments you may have regarding this bid or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

VIA: E-mail

HIDALGO COUNTY

Department Of Budget & Management

INTRA - DEPARTMENTAL TRANSFER FORM

DATE: Thursday, April 01, 2010 **JE #:** 01118

DEPARTMENT HEAD: Raul Silguero, Jr. , Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for - 370th District Court

ACCOUNT NUMBER: 0-1100-412-00-007-001-0-XXX

CONTACT PERSON: Dina Trevifio, Manager Budget Section **PHONE:** (956) 292-7025 Ext. 5423

PREPARED BY: Sylvia Solis

SUBJECT: Emergency Intra - departmental Transfer/s

Hidalgo County Auditor's Office: AMT 4/6/10

I would like to request the following Intra - departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM Object Code	Object Code Description	TO Object Code	Object Code Description	Amount
890	OTHER	743	OFFICE FURN & EQUIP	1,029.00
890	OTHER	664	OTHER MINOR EQUIP	8,036.00
890	OTHER	601	OFFICE & COMP. SUPPLIE	599.00

TOTAL BUDGET INCREASE (DECREASE) $ 9,664.00

REASON:

TO FUND NEW AUDIO & VIDEO EXPENDITURES.

Raul Silguero

AUTHORIZED SIGNATURE/DBM

4/06/2010

DATE

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 09, 2010 2:06 PM
To: 'Oscar Garza'
Subject: FW: Turnkey Purchase and Installation of new Audio / Video System 370th

---

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Friday, April 09, 2010 1:53 PM
To: 'Martha Salazar'
Subject: Turnkey Purchase and Installation of new Audio / Video System 370th

Marty,

As requested by the Commissioner's Court I have re-evaluated both the Purchasing Department's specifications and both vendors' bids.
I will comment on each below.

Purchasing Department's specifications:
The specifications are generic enough and do not appear to be "vendor specific". My only question is why request a DVR (Digital Video Recorder) without a hard drive. What is its function?

Vendor Specifications:
Both vendors meet the minimal technical specifications. As for preferences I will acquiesce to the Judge's recommendation.

The only difference is that STE did not submit the specs for the Speakers, wireless tuners and microphones.

I have included this grid. The squares in blue indicate that the vendor included the technical specification for what they are bidding on.

			Hi-Tech Sec		STE	
Description:		Qty:	Unit	Total	Unit	Total
DVR-4/8/16 CH, H.264, Multiplex DVR		1	$ 825.00	$ 825.00	$ 691.00	$ 691.00
CAMERAS: Minidome Color Cameras 540 lines		8	$ 379.50	$ 3,036.00	$ 165.00	$ 1,320.00
AUDIO AMP: Commercial Audio Amp		1	$ 649.00	$ 649.00	$ 530.00	$ 530.00
SPEAKER: 8 inch speaker, round flush-mount		5	$ 46.25	$ 231.25	$ 45.00	$ 225.00
UHF Wireless microphone system	Wireless Microphone Tuner	1	$ 249.00	$ 249.00	$ 530.00	$ 530.00
	Microphone Wireless Handheld	4	$ 690.00	$ 2,760.00	$ 525.00	$ 2,100.00
	Installation			$ 1,912.75		$ 2,500.00
	Total:			$ 9,663.00		$ 7,896.00

If you have any questions please feel free to contact me.

==========

Renán Ramirez

Please refrain from printing this email unless completely necessary. Go Green!

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, March 25, 2010 10:37 AM
To: 'Moises Salazar'
Cc: renan@co.hidalgo.tx.us
Subject: Cameras

Moises

After careful consideration the IT Dept. highly recommends that Hi-Tech Security be considered to address the security cameras and audio equipment concerns for the 370th District Court as the equipment meets the requirements for the county. If you have any questions do not hesitate to call me.

Stan Ramos III
Hidalgo County Information Technology
stan.ramos@co.hidalgo.tx.us
100 E. Cano 4th floor
Edinburg Tx, 78539
office 956-292-7010
fax 956-318-2152
cell 956-207-9883

No trees were killed in the sending of this message. However a large number of electrons were terribly inconvenienced.

AI-20672 **23.G.1.**

BCAP-Pct 4-Round III-Road & Drainage Construction for Colonia Esperanza Unit #2 Recommendation

CC REGULAR

Date:	04/13/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Requesting authority to reject all submitted bids received for CAP-09-484-12-16 “Road & Drainage Construction for Colonia Esperanza Unit #2” in as much as bids have expired and requesting authority to re-advertise for Road & Drainage Construction of Colonia Esperanza Unit #2, a 3rd call BCAP Project with plans and specifications drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-124-844-0-731&733

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

BUDGETARY IMPACT:

Pending cost overrun from Pct. #4 Road & Bridge acct. and LIT from Laborsita 0-1312-431-00-124-886-0-731/733.

See attached expense report for funding available.

Attachments

Link: expense report

Link: letter

Link: reject all bids

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 03:25 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 03:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/08/2010 04:03 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Yvette Islas Started On: 04/07/2010 10:38 AM

Final Approval Date: 04/09/2010

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-124-844-0-312	COL ESPERANZA #2-INDIRECT COST	.00	3,009.20	.00	.00	3,009.20	.00
0-1312-431-00-124-844-0-334	COL ESPERANZA #2-ENG & ARCH SRV	.00	3,353.59	3,353.59	.00	.00	100.00
0-1312-431-00-124-844-0-339	COL ESPERANZA #2-OTHER PROF SERVICES	.00	2,667.63	2,667.63	.00	.00	100.00
0-1312-431-00-124-844-0-540	COL ESPERANZA #2-ADVERTISING	.00	1,142.40	.00	527.40	615.00	46.17
0-1312-431-00-124-844-0-731	COL ESPERANZA #2-ROADS	.00	57,100.00	.00	.00	57,100.00	.00
0-1312-431-00-124-844-0-733	COL ESPERANZA #2-DRAINAGE DITCHES	.00	19,118.00	.00	.00	19,118.00	.00
0-1312-431-00-124-844-0-899	COL ESPERANZA #2-CONTINGENCY	.00	9,844.90	.00	.00	9,844.90	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**96,235.72**	**6,021.22**	**527.40**	**89,687.10**	**6.80**
0 YEAR 0		**.00**	**96,235.72**	**6,021.22**	**527.40**	**89,687.10**	**6.80**

• 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

April 8, 2010

Agapito Vargas, Jr., HCCAP Director
Hidalgo County Border Access Program
301 E. State Street
Pharr, TX78577

Re: "Road & Drainage Construction for Colonia Esperanza Unit #2 Subdivision"
Bid No.: CAP-2009-484-12-16-YSI

Dear Mr. Vargas:

Bids for the above mentioned project were received and opened on December 16, 2009. It has been more than 90 days since the bids were received without being awarded. I therefore recommend the project be re-advertised for bids.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

From:	Agapito Vargas
To:	yvette.islas@co.hidalgo.tx.us
Cc:	"Valde "; "Marcie Jackson"; "Sharon Slagle"
Subject:	Reject all bids - Colonia Esperanza Unit 2
Date:	Thursday, April 08, 2010 4:32:18 PM

Yvette, please place an agenda item for Tuesday 12th 2010 to reject all bids for Colonia Esperanza. The 90 day period has ended and the county was unable to award low bid due to corrections to the application submitted to TXDOT. The low bidder has stated that he is unable to honor the low bid submitted as the 90 day period has ended. Additionally, request authority to re-advertise this same project.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-20540 **23.H.2.**

Authority to Advertise for: Sliding Glass Doors Maintenance Repair Services and Boilers Maintenance Services

CC REGULAR

Date:	04/13/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Requesting authority to advertise sealed procurement projects for:
a. Entrance Sliding Glass Doors Maintenance Repair Services (Bid No: 2010-092-00-00CGV);and,
b. Boilers Maintenance Services(Bid No.: 2010-091-00-00CGV) ;
for Hidalgo County with specifications and requirements developed and finalized through Purchasing Department, Facilities Management and Sheriff's Office.

BACKGROUND

These projects are for County Wide on an "AS NEEDED BASIS" only. Advertisement pending until finall approval of specifications by user departments.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

Budget account for advertisement: 0-1100-415-18-160-001-0-540- ($44,075.25 available funding)
See exp report for funding sources object codes 431 & 432.
These projects are for County Wide on an "AS NEEDED BASIS" only. Advertisement pending until finall approval of specifications by user departments.

Attachments

Link: Draft Specs 10-092

Link: Draft Specs 10-091

Link: exp object 431

Link: exp object 432

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 03:21 PM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 03:35 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	04/09/2010 10:56 AM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/24/2010 03:08 PM

Final Approval Date: 04/09/2010

EXHIBIT "A"

HIDALGO COUNTY
"ENTRANCE SLIDING GLASS DOORS MAINTENANCE REPAIR SERVICE"
RFB No. 10-092-00-00CGV

SPECIFICATIONS

Project Overview:

Hidalgo County is seeking a qualified vendor(s) to conduct a maintenance service to all main entrance automatic glass doors, manual glass double doors and main emergency exit doors on an "As Needed Basis" only including, but not limited to, the following:

Requirements, Terms & Conditions

1. All costs and expenses associated with the preparation and submission of all bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County may utilizes state awarded contracts whenever it is in the county's best interest to do so.

3. Vendor must have been in business (in this field) for a minimum of three (3) years.

4. A List of a minimum of two (2) current references/contracts for any state, local political subdivision, private sector or any other Law Enforcement Agency must be submitted with your Bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Performed
   E). Contract Term

5. Vendor Submitting Bid Must Have Authorized Service Technicians To Repair Doors:
   A- Manufactured Through Various Commercial (Companies) Brands Utilizing Authorized Hardware, Mechanical, Electrical And Electronic Parts For:

   1. Mechanical Opening And/Or Closing Door Locking System
   2. Control Box

6. Vendors Submitting Bid Must Warranty All Work Performed.

7. The Initial Contract Term For This Project Will Be For One (1) Year With The County's Option To Extend For Three (3) Additional One (1) Year Terms Under The Same Rates, Terms And Conditions.

DRAFT

8. Vendor Must Submit And Maintain All Proper Insurances For The Duration Of Work Term (Refer To Exhibit C).

9. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (If Applicable).

10. All billing invoices must be itemized (parts, labor, etc....)

11. Award: Hidalgo County reserves the right to:

A- Separate and accept, or eliminate any items(s) listed under this bid that 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 the best interest to do so.

12. Response time upon call on regular basis: _____ hours

Response time upon call on emergency basis: _____ hours

2- Travel Time From Area: (How Many Times will Be Charged Travel Expenses Upon Call) _____

3- What Will Be The Travel Cost By Fee On Hourly Rate: _____

Vendor Must Be Able To Respond Within Reasonable Time For Onsite Repairs.
Vendor Must Also Be Available For Trouble Shooting Via Telephone.
Please Submit A Response:

Time To Location _____

Response Time For Troubleshooting. _____

DRAFT

EXHIBIT "B"

HIDALGO COUNTY
"ENTRANCE SLIDING GLASS DOORS
MAINTENANCE REPAIR SERVICE"
RFB No.: 10-092-00-00CGV

BID PAGE

Repairs should be on an hourly time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- MECHANICAL SYSTEM:

A. Technician Hourly Rate: $_____
- Normal business hours _____ A.M. to _____ P.M.

B. Technician Hourly Rate: $_____
- After Hours, Weekends & Holidays _____ A.M. to _____ P.M.

C. Mark Up (%) Rate for Mechanical Parts: _____

D. Mark Up (%) Rate for Electronic Parts: _____

II- TROUBLE SHOOTING (VIA PHONE) FEE PER HOUR: _____

Please specify time fee starts:
- For Technician: _____

Please specify all Warranties: _____
_____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____ **EMAIL:**_____

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AUTHORIZEDSIGNATURE: _____PRINTED NAME_____

TITLE _____ DATE: _____

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EXHIBIT "A"

HIDALGO COUNTY
"BOILERS MAINTENANCE SERVICE"
RFB No. 10-091-00-00CGV

SPECIFICATIONS

Overview:
Hidalgo County is seeking request for bids from qualified vendor(s) to provide services for "Boilers Maintenance Service" on an "As Needed Basis" only, including but not limited to, the following:

Requirements and/or Terms & Conditions:

- **All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).**

- **Vendor submitting a bid will use authorized licensed technicians for repairs, servicing and certificate of operation for any boiler equal 100 gallons or more.**

  A- Manufactured through teledyne laars serials co1f04569/ co1f04570

  B- Have the following safety controls tested once a year:
  1. **primary low water cutoff/ flow switch**
  2. **high gas pressure switch**
  3. **low gas pressure switch**
  4. **high limit control – operating control**
  5. **boilers should be cleaned on an annual basis**
  (clean boiler tubes / clean gas tubes & check igniters, adjust if necessary)
  7. **check heat exchanger tubes and manifold for water leaks**
  8. **check butterfly water valves ensure individual boilers can be isolated for emergencies (replace when necessary)**
  check centrifugal pumps & electric motors for grounding
  10. **start and operate boiler -**
  11. **conduct water test.**
  12- **turn in report of inspection**

- **All billing invoices must be itemized (parts, labor, etc....)**

- **Vendor respond time upon call on regular basis per hour;**

- **Vendor respond time upon call on emergency basis per hour;**

- **Travel time from area: (how many times will we be charged travel expenses upon call)**

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- **What will be the travel cost by fee on hourly rate;**

- **Vendor must be able to respond within reasonable time for onsite repairs.**

- **Vendor must also be available for trouble shooting via telephone.**

Please submit a respond:

time to location _____

respond time for troubleshooting. _____

- **All costs and expenses associated with the preparation and submission of all quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

- **Hidalgo County may utilize state awarded vendors whenever it is in the county's best interest to do so.**

- **A list of a minimum of two (2) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include the following:**

  a). company
  b). contact person
  c). phone number
  d). work performed

- **Vendor shall have been in business (in this field) a minimum of three (3) years.**

- **Hidalgo County reserves the right to:**

  1. **separate, accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements;**
  2. **reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest selecting the lowest and best bid for approval; and**
  3. **award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.**

TERM:

- **The initial contract term will be for one (1) year with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.**

- **Vendor must submit and maintain current all proper insurances for the duration of contract. (refer to exhibit c).**

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EXHIBIT "B"

HIDALGO COUNTY
"BOILERS MAINTENANCE SERVICE"
RFB No. 10-091-00-00CGV

BID PAGE

Repairs should be for an hourly/time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

I. MECHANICAL SYSTEM:

A. Technician Hourly Rate _____

- **Normal Business Hours _____ A.M. to _____ P.M.**

B. Technician Hourly Rate _____

- **After Hours, Weekends & Holidays _____ A.M. to _____ P.M.**

C. Mark Up (%) Rate for Electronics Parts: _____

D. Mark Up (%) Rate for Mechanical Parts: _____

E. Parts lot for PM purposes as recommended by vendor: _____

II. TROUBLE SHOOTING (PHONE) FEE PER HOUR: _____

- **PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: _____**

PLEASE STATE ALL WARRANTIES: _____

VENDOR SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER:_____

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AUTHORIZEDSIGNATURE: _____

PRINTED NAME_____

TITLE _____ DATE: _____

DRAFT

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-005-001-0-431	275TH DC-BLDG&OTHR STRUC R&M SRV	180.00	.00	.00	.00	180.00	.00
0-1100-412-00-026-001-0-431	CCL#6-BLDG&OTHR STRUC R&M SRV	250.00	.00	.00	.00	250.00	.00
0-1100-412-00-090-001-0-431	DIST CLERK-BLDG&OTHR STRUC R&M SRV	450.00	.00	.00	.00	450.00	.00
0-1100-413-00-110-006-0-431	CO JUDGE-BLDG&OTHR STRUC R&M SRV	300.00	.00	296.00	296.00	4.00	98.67
0-1100-414-00-130-001-0-431	ELECTIONS DEPT-BLDG&OTHR STRUC R&M SRV	10,000.00	225.00	2,518.74	2,518.74	7,256.26	27.44
0-1100-415-00-200-002-0-431	IT COUNTYWIDE-BLDG&OTHR STRUC R&M SRV	22,565.12	22,064.52	.00	.00	500.60	97.78
0-1100-415-14-115-001-0-431	DBM-BUDGET DIV-BLDG&OTHR STRUC R&M SRV	500.00	.00	411.00	411.00	89.00	82.20
0-1100-415-15-140-001-0-431	TAX OFF-BLDG&OTHR STRUC R&M SRV	1,000.00	690.00	305.00	305.00	5.00	99.50
0-1100-415-18-160-001-0-431	PURCHASING-BLDG&OTHR STRUC R&M SRV	200.00	150.00	.00	.00	50.00	75.00
0-1100-415-40-180-001-0-431	CO CLERK-BLDG&OTHR STRUC R&M SRV	520.00	.00	70.00	70.00	450.00	13.46
0-1100-415-50-190-002-0-431	HUMAN RESOURCES-BLDG&OTHR STRUC R&M SRV	200.00	.00	150.00	150.00	50.00	75.00
0-1100-419-40-220-001-0-431	FACILITIES MGMT-BLDG&OTHR STRUC R&M SRV	415,000.00	174,973.18	13,118.62	13,118.62	226,908.20	45.32
0-1100-421-00-295-001-0-431	CONSTABLE PCT.5-BLDG&OTHR STRUC R&M SRV	85.00	.00	81.90	81.90	3.10	96.35
0-1100-423-21-280-002-0-431	JAIL-BLDG&OTHR STRUC R&M SRV	60,000.00	7,672.98	5,200.10	5,200.10	47,126.92	21.46
0-1100-423-32-330-001-0-431	JUV DET HM-BLDG&OTHR STRUC R&M SRV	20,000.00	6,789.00	.00	.00	13,211.00	33.95
0-1100-429-00-300-023-0-431	EMERG SRVS-EM-BLDG&OTHR STRUC R&M SRV	100.00	.00	.00	.00	100.00	.00
0-1100-432-00-123-001-0-431	PCT3 SANITATION-BLDG &OTHR STRUC R&M SRV	9,653.80	4,826.90	4,826.90	4,826.90	.00	100.00
0-1200-431-00-122-004-0-431	CO SHOP-BLDG&OTHR STRUC R&M SRV	250.00	.00	.00	.00	250.00	.00
0-1201-431-00-121-004-0-431	PCT1 RD ADM-BLDG&OTHR STRUC R&M SRV	1,500.00	1,374.00	100.50	100.50	25.50	98.30
0-1201-431-00-121-005-0-431	PCT1 P/U RD-BLDG & OTHR STRUC R&M SRV	4,000.00	2,777.72	.00	.00	1,222.28	69.44
0-1202-431-00-122-005-0-431	PCT2 RD ADM-BLDG & OTHER STRUC R&M SRV	1,000.00	80.00	160.00	160.00	760.00	24.00
0-1202-431-00-122-006-0-431	PCT2 P/U RD-BLDG & OTHER STRUC R&M SRV	2,000.00	.00	.00	.00	2,000.00	.00
0-1203-431-00-123-004-0-431	PCT3 RD ADM-BLDG & OTHER STRUC R&M SRV	5,000.00	.00	1,100.00	1,100.00	3,900.00	22.00
0-1204-431-00-124-007-0-431	PCT4 P/U RD-BLDG & OTHER STRUC R&M SRV	.00	.00	.00	.00	.00	.00
0-1211-452-00-121-013-0-431	PCT1 PARKS-BLDG & OTHR STRUC R&M SRV	5,200.00	4,582.56	.00	.00	617.44	88.13
0-1212-452-00-122-008-0-431	PCT2 PARKS-BLDG & OTHER STRUC R&M SRV	5,300.00	35.50	1,171.42	1,171.42	4,093.08	22.77
0-1213-452-00-123-008-0-431	PCT3 PARKS-BLDG & OTHR STRUC R&M SRV	5,000.00	.00	.00	.00	5,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1222-412-00-080-006-0-431	DA BAD CK-BLDG&OTHR STRUC R&M SRV	3,150.00	150.00	.00	.00	3,000.00	4.76
0-1223-412-00-080-007-0-431	DA INVESTIGATION HB65-BLDG&OTHR STRU R&M	3,000.00	.00	.00	.00	3,000.00	.00
0-1237-415-40-180-003-0-431	CC REC MGMT-BLDG&OTHR STRUC R&M SRV	19,800.00	19,800.00	.00	.00	.00	100.00
0-1242-412-00-060-001-0-431	JUSTICE CRT TECH-BLDG&OTHR STRUC R&M SRV	8,000.00	.00	.00	.00	8,000.00	.00
0-1243-412-00-023-002-0-431	PROBATE COURT-BLDG&OTHR STRUC R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1247-412-50-100-001-0-431	LAW LIBRARY-BLDG&OTHR STRUC R&M SRV	500.00	.00	.00	.00	500.00	.00
0-1254-412-00-270-014-0-431	HIDTA US JUSTICE-BLDG&OTHR STRUC R&M SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1280-419-40-121-970-0-431	PCT1-112-1432-ADM/TAX/AUTO-BLDG&OTHR R&M	76,296.06	76,296.06	.00	.00	.00	100.00
0-1280-419-40-121-971-0-431	PCT1-112-1437-JP/CNST-BLDG&OTHR STRU R&M	50,070.70	50,070.70	.00	.00	.00	100.00
0-1280-419-40-121-972-0-431	PCT1-ELSA MULT SR CTR-BLDG&OTHR STRU R&M	92,902.58	92,902.58	.00	.00	.00	100.00
0-1280-419-40-122-978-0-431	PCT2-50-0743-MCALLEN HEALTH-BLDG&OTH R&M	171,576.20	163,397.00	.00	.00	8,179.20	95.23
0-1280-419-40-122-979-0-431	PCT2-50-0769-MCALLEN WIC-BLDG&OTHR R&M	540.56	.00	.00	.00	540.56	.00
0-1280-419-40-122-980-0-431	PCT2-53-0741-MCALLENTAX/AUTO-BLD&OTH R&M	120,739.33	112,560.13	.00	.00	8,179.20	93.23
0-1280-419-40-122-981-0-431	PCT2-54-0768-SAN JUAN HDSTRT-BLD&OTH R&M	1,231.37	.00	.00	.00	1,231.37	.00
0-1280-419-40-122-982-0-431	PCT2-71-1012-SAN JUAN CRC-BLDG&OTHR R&M	141,340.95	128,402.55	.00	.00	12,938.40	90.85
0-1280-419-40-123-983-0-431	PCT3-120-1261-JP/CNST-BLDG&OTHR STRU R&M	6,850.01	.00	.00	.00	6,850.01	.00
0-1292-441-00-350-001-0-431	WIC ADM-BLDG&OTHR STRUC R&M SRV	7,779.96	205.81	2,035.50	2,035.50	5,538.65	28.81
0-1293-441-00-340-005-0-431	H.D. ADM-BLDG&OTHR STRUC R&M SRV	25,500.00	.00	.00	.00	25,500.00	.00
0-1293-441-00-340-011-0-431	TDH T.B.ELIM-BLDG&OTHR STRUC R&M SRV	2,048.00	.00	.00	.00	2,048.00	.00
0-1295-423-00-330-028-0-431	WESL B/C-BLDG&OTHR STRUC R&M SRV	50,000.00	250.00	7,431.75	7,431.75	42,318.25	15.36
0-1297-423-00-320-005-0-431	RESTITUTION CTR-BLDG&OTHR STRUC R&M SRV	2,779.04	2,381.75	200.00	200.00	197.29	92.90
0-1297-423-00-320-020-0-431	SATF-BLDG R&M SRV	34,000.00	2,763.38	.00	.00	31,236.62	8.13
0-1336-412-00-220-010-0-431	CO,2006-CRTHSE-BLDG&OTHR ST R&M SRV	3,043.55	.00	.00	.00	3,043.55	.00
0-1336-419-40-220-027-0-431	CO,2006-FAC MGMT-BLDG&OTHR ST R&M SRV	22,965.00	20,382.45	.00	.00	2,582.55	88.75

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-001-001-0-432	92ND DC-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
0-1100-412-00-002-001-0-432	93RD DC-EQUIP&VEH R&M SRV	600.00	.00	.00	.00	600.00	.00
0-1100-412-00-003-001-0-432	139TH DC-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-412-00-004-001-0-432	206TH DC-EQUIP&VEH R&M SRV	1,100.00	239.40	18.75	18.75	841.85	23.47
0-1100-412-00-005-001-0-432	275TH DC-EQUIP&VEH R&M SRV	520.00	68.55	.00	.00	451.45	13.18
0-1100-412-00-007-001-0-432	370TH DC-EQUIP&VEH R&M SRV	1,259.00	239.11	10.89	10.89	1,009.00	19.86
0-1100-412-00-009-001-0-432	398TH DC-EQUIP&VEH R&M SRV	1,500.00	.00	.00	.00	1,500.00	.00
0-1100-412-00-011-001-0-432	449TH DC-EQUIP&VEH R&M SRV	500.00	63.50	.00	.00	436.50	12.70
0-1100-412-00-021-001-0-432	CCL#1-EQUIP&VEH R&M SRV	900.00	206.25	18.75	18.75	675.00	25.00
0-1100-412-00-022-001-0-432	CCL#2-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-412-00-040-001-0-432	CRT OF CIV APP-EQUIP&VEH R&M SRV	580.00	.00	.00	.00	580.00	.00
0-1100-412-00-061-001-0-432	JP PCT 1/PL 1-EQUIP&VEH R&M SRV	800.00	.00	.00	.00	800.00	.00
0-1100-412-00-062-001-0-432	JP PCT 1/PL 2-EQUIP&VEH R&M SRV	367.00	.00	.00	.00	367.00	.00
0-1100-412-00-063-001-0-432	JP PCT 2/PL 1-EQUIP&VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-064-001-0-432	JP PCT 2/PL 2-EQUIP&VEH R&M SRV	250.00	.00	.00	.00	250.00	.00
0-1100-412-00-065-001-0-432	JP PCT 3/PL 1-EQUIP&VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-066-001-0-432	JP PCT 3/PL 2-EQUIP&VEH R&M SRV	200.00	.00	.00	.00	200.00	.00
0-1100-412-00-067-001-0-432	JP PCT 4/PL 1-EQUIP&VEH R&M SRV	500.00	.00	.00	.00	500.00	.00
0-1100-412-00-080-002-0-432	CRIM DA-EQUIP&VEH R&M SRV	3,729.41	43.50	.00	.00	3,685.91	1.17
0-1100-412-00-090-001-0-432	DIST CLERK-EQUIP&VEH R&M SRV	7,850.00	.00	.00	.00	7,850.00	.00
0-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP&VEH R&M SRV	10,000.00	27.79	3,183.67	3,183.67	6,788.54	32.11
0-1100-415-00-200-001-0-432	INFO TECH DEPT-EQUIP&VEH R&M SRV	3,304.32	371.30	.00	.00	2,933.02	11.24
0-1100-415-00-200-002-0-432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	30,000.00	24,244.30	337.70	337.70	5,418.00	81.94
0-1100-415-14-115-001-0-432	DBM-BUDGET DIV-EQUIP&VEH R&M SRV	3,000.00	2,553.41	137.32	137.32	309.27	89.69
0-1100-415-15-140-001-0-432	TAX OFF-EQUIP&VEH R&M SRV	41,800.00	575.00	640.00	640.00	40,585.00	2.91
0-1100-415-16-150-001-0-432	CO TREASURER-EQUIP&VEH R&M SRV	700.00	250.00	75.00	75.00	375.00	46.43
0-1100-415-18-160-001-0-432	PURCHASING-EQUIP&VEH R&M SRV	4,000.00	421.73	76.40	76.40	3,501.87	12.45
0-1100-415-21-170-001-0-432	CO AUDITOR-EQUIP&VEH R&M SRV	3,000.00	.00	500.00	500.00	2,500.00	16.67
0-1100-415-40-180-001-0-432	CO CLERK-EQUIP&VEH R&M SRV	5,050.00	225.50	377.45	377.45	4,447.05	11.94
0-1100-415-40-180-002-0-432	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SRV	1,500.00	.00	.00	.00	1,500.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP&VEH R&M SRV	850.00	.00	.00	.00	850.00	.00
0-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP&VEH R&M SRV	150.00	88.89	.00	.00	61.11	59.26
0-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP&VEH R&M SRV	8,610.00	4,760.56	355.44	355.44	3,494.00	59.42
0-1100-419-40-220-001-0-432	FACILITIES MGMT-EQUIP&VEH R&M SRV	36,000.00	6,428.07	2,288.13	2,288.13	27,283.80	24.21
0-1100-419-50-115-059-0-432	DBM-SAFETY DIV-EQUIP&VEH R&M SRV	15,000.00	7,896.29	1,574.49	1,574.49	5,529.22	63.14
0-1100-421-00-115-027-0-432	TX DPS-EQUIP&VEH R&M SRV	100.00	.00	.00	.00	100.00	.00
0-1100-421-00-280-001-0-432	SHERIFF-EQUIP&VEH R&M SRV	130,000.00	20,789.84	5,855.27	5,855.27	103,354.89	20.50
0-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP&VEH R&M SRV	17,000.00	4,905.21	7,086.60	7,086.60	5,008.19	70.54
0-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP&VEH R&M SRV	10,000.00	3,000.00	2,305.43	2,305.43	4,694.57	53.05
0-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP&VEH R&M SRV	22,230.33	9,815.93	634.21	634.21	11,780.19	47.01
0-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP&VEH R&M SRV	4,675.00	1,167.08	289.92	289.92	3,218.00	31.17
0-1100-421-00-294-007-0-432	CONST PCT4-PK LOT SEC-EQUIP&VEH R&M SRV	.00	.00	.00	.00	.00	.00
0-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP&VEH R&M SRV	9,200.00	5,232.84	765.21	765.21	3,201.95	65.20
0-1100-422-10-300-001-0-432	EMERG SRVS-FM-EQUIP&VEH R&M SRV	16,657.70	13,630.50	2,886.64	2,886.64	140.56	99.16
0-1100-423-00-320-001-0-432	ADULT PROB-EQUIP&VEH R&M SRV	13,900.00	156.00	12.00	12.00	13,732.00	1.21
0-1100-423-21-280-002-0-432	JAIL-EQUIP&VEH R&M SRV	90,000.00	11,298.17	23,399.25	23,399.25	55,302.58	38.55
0-1100-423-32-330-001-0-432	JUV DET HM-EQUIP&VEH R&M SRV	11,500.00	.00	3,254.50	3,254.50	8,245.50	28.30
0-1100-429-00-300-023-0-432	EMERG SRVS-EM-EQUIP&VEH R&M SRV	2,000.00	1,652.08	72.92	72.92	275.00	86.25
0-1100-432-00-121-001-0-432	PCT1 SANITATION-EQUIP&VEH R&M SRV	13,500.00	5,702.14	2,875.27	2,875.27	4,922.59	63.54
0-1100-432-00-122-001-0-432	PCT2 SANITATION-EQUIP & VEH R&M SRV	10,000.00	252.48	540.10	540.10	9,207.42	7.93
0-1100-432-00-123-001-0-432	PCT3 SANITATION-EQUIP & VEH R&M SRV	39,620.00	4,192.50	2,036.44	2,036.44	33,391.06	15.72
0-1100-432-00-124-001-0-432	PCT4 SANITATION-EQUIP & VEH R&M SRV	24,760.00	4,055.40	1,808.52	1,808.52	18,896.08	23.68
0-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP&VEH R&M SRV	18,000.00	6,323.35	3,096.65	3,096.65	8,580.00	52.33
0-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	6,000.00	2,521.70	2,131.47	2,131.47	1,346.83	77.55
0-1100-461-00-380-001-0-432	TX AGRILIFE EXT-EQUIP&VEH R&M SRV	6,500.00	114.75	.00	.00	6,385.25	1.77
0-1100-466-00-122-018-0-432	PCT2 CRC-EQUIP & VEH R&M SRV	300.00	.00	.00	.00	300.00	.00
0-1200-431-00-122-004-0-432	CO SHOP-EQUIP&VEH R&M SRV	2,371.09	1,862.81	74.00	74.00	434.28	81.68
0-1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP&VEH R&M SRV	7,244.40	6,481.77	197.15	197.15	565.48	92.19
0-1201-431-00-121-004-0-432	PCT1 RD ADM-EQUIP & VEH R&M SRV	300.00	.00	.00	.00	300.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1201-431-00-121-005-0-432	PCT1 P/U RD-EQUIP & VEH R&M SRV	19,159.42	3,925.93	7,642.85	7,642.85	7,590.64	60.38
0-1202-431-00-122-005-0-432	PCT2 RD ADM-EQUIP & VEH R&M SRV	1,100.00	39.89	29.00	29.00	1,031.11	6.26
0-1202-431-00-122-006-0-432	PCT2 P/U RD-EQUIP & VEH R&M SRV	12,500.00	1,930.44	1,701.40	1,701.40	8,868.16	29.05
0-1203-431-00-123-004-0-432	PCT3 RD ADM-EQUIP & VEH R&M SRV	500.00	249.51	50.49	50.49	200.00	60.00
0-1203-431-00-123-005-0-432	PCT3 P/U RD-EQUIP & VEH R&M SRV	61,873.53	14,064.77	4,726.31	4,726.31	43,082.45	30.37
0-1204-431-00-124-005-0-432	PCT4 RD ADM-EQUIP & VEH R&M SRV	1,500.00	.00	400.00	400.00	1,100.00	26.67
0-1204-431-00-124-007-0-432	PCT4 P/U RD-EQUIP & VEH R&M SRV	62,629.98	17,236.11	11,279.16	11,279.16	34,114.71	45.53
0-1211-452-00-121-013-0-432	PCT1 PARKS-EQUIP & VEH R&M SRV	5,000.00	332.50	324.00	324.00	4,343.50	13.13
0-1212-452-00-122-008-0-432	PCT2 PARKS-EQUIP & VEH R&M SRV	2,800.00	5.90	.00	.00	2,794.10	.21
0-1213-452-00-123-008-0-432	PCT3 PARKS-EQUIP & VEH R&M SRV	5,500.00	523.75	65.00	65.00	4,911.25	10.70
0-1214-452-00-124-009-0-432	PCT4 PARKS-EQUIP & VEH R&M SRV	1,300.00	.00	96.43	96.43	1,203.57	7.42
0-1222-412-00-080-006-0-432	DA BAD CK-EQUIP&VEH R&M SRV	5,500.00	624.41	75.59	75.59	4,800.00	12.73
0-1223-412-00-080-007-0-432	DA INVESTIGATION HB65-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1237-415-40-180-003-0-432	CC REC MGMT-EQUIP&VEH R&M SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1242-412-00-060-001-0-432	JUSTICE CRT TECH-EQUIP&VEH R&M SRV	23,000.00	.00	.00	.00	23,000.00	.00
0-1246-415-15-140-003-0-432	TAX OFF-EQUIP&VEH R&M SRV	6,500.00	.00	.00	.00	6,500.00	.00
0-1247-412-50-100-001-0-432	LAW LIBRARY-EQUIP&VEH R&M SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1254-412-00-270-014-0-432	HIDTA US JUSTICE-EQUIP&VEH R&M SRV	15,000.00	8,572.86	233.45	233.45	6,193.69	58.71
0-1284-421-00-280-065-3-432	RECOVERY JAG-EQUIP&VEH R&M SRV	6,600.00	.00	.00	.00	6,600.00	.00
0-1284-421-00-280-067-0-432	DOJ-USMS-EQUIP&VEH R&M SRV	80.00	.00	75.00	75.00	5.00	93.75
0-1291-412-00-270-003-0-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	8,400.00	.00	.00	.00	8,400.00	.00
0-1291-412-00-270-003-9-432	HIDTA TASK FORCE-EQUIP&VEH R&M SRV	6,007.37	3,845.27	2,073.07	2,073.07	89.03	98.52
0-1292-441-00-350-001-0-432	WIC ADM-EQUIP&VEH R&M SRV	14,570.33	8,741.02	3,490.97	3,490.97	2,338.34	83.95
0-1293-441-00-340-005-0-432	H.D. ADM-EQUIP&VEH R&M SRV	19,000.00	.00	.00	.00	19,000.00	.00
0-1293-441-00-340-011-0-432	TDH T.B.ELIM-EQUIP&VEH R&M SRV	1,220.00	.00	.00	.00	1,220.00	.00
0-1293-441-00-340-013-0-432	TDH PHPSB-EQUIP&VEH R&M SRV	780.00	750.00	15.00	15.00	15.00	98.08

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1294-423-00-330-014-0-432	COMPUTERIZATION-EQUIP&VEH R&M SRV	5,159.41	.00	211.25	211.25	4,948.16	4.09
0-1295-423-00-330-028-0-432	WESL B/C-EQUIP&VEH R&M SRV	10,000.00	550.00	273.00	273.00	9,177.00	8.23
0-1297-423-00-320-002-0-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	4,781.55	2,046.60	308.95	308.95	2,426.00	49.26
0-1297-423-00-320-005-0-432	RESTITUTION CTR-EQUIP&VEH R&M SRV	5,442.72	2,698.22	1,832.88	1,832.88	911.62	83.25
0-1297-423-00-320-020-0-432	SATF-EQUIP&VEH R&M SRV	12,539.81	596.05	4,075.44	4,075.44	7,868.32	37.25
0-2201-415-00-115-009-0-432	DBM-HEALTH INS ADM-EQUIP&VEH R&M SRV	375.00	.00	.00	.00	375.00	.00
0-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	1,300.00	.00	.00	.00	1,300.00	.00