AI-20788 **11.A.**

County Clerk/Records Management Specialist - Create one (1) Records Management Specialist, slot 0002

CC REGULAR

Date: 04/20/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Clerk

Information

CAPTION

Records Management (1237):
1. Approval to create one (1) regular full-time Records Management Specialist position, slot no. 0002, salary in the amount of $40,000.00.
2. Approval of appropriation of funds.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1237-415-40-180-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Fund for proposed position and related fringe benefit expenditures, available for appropriation as of 04/14/10.

Attachments

Link: PAR
Link: job description
Link: Revised Salary Schedule
Link: Fiscal Note
Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/15/2010 02:10 PM	APRV
2	Budget & Management	Erika Zamora	04/15/2010 02:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/16/2010 10:17 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 04/14/2010 03:17 PM

Final Approval Date: 04/16/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERK'S OFFICE **DATE:** 04/12/2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Records Management Specialist
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 40,000.00 (Proposed Budgeted Salary) $ 40,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other County Clerk's Records Management 1237-415-40-180-003-0

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
$ 19.23 / HR $40,000.00 / YR
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

AS THE COUNTY'S RECORDS MANAGEMENT DEPARTMENT - THE COUNTY CLERK'S OFFICE IS INITIATING A RECYCLING PROGRAM. THIS PROGRAM WILL ASSIST ALL DEPARTMENTS WISHING TO PARTICIPATE IN THE DESTRUCTION OF RECORDS AS PER THE TEXAS STATE LIBRARY & ARCHIVES COMMISSION. THE INDIVIDUAL IN THIS POSITION WILL MEET WITH ALL DEPARTMENTS AND COORDINATE THE PROCESS AS SET FORTH BY THE COUNTY CLERK'S OFFICE

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

ASSIST THE RECORDS MANAGER WITH THE RECORDS MANAGEMENT PROGRAM - SEE ATTACHED DESCRIPTION

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4/12/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title: Records Management Specialist **FLSA Status: Non-Exempt**

Dept. Code: 180 **Civil Service Status: Non-Exempt**

SUMMARY:
The employee performs all duties required to assist the Hidalgo County Clerk's Records Management Department. This includes the implementation of record control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space effective storage of inactive records, control over the creation and distribution of forms, reports and correspondence. In addition, has general knowledge of electronic and other records storage systems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists the Records Manager with the design, implementation and maintenance of the records management program in accordance with TSLAC (Texas State Library & Archives Commission) standards.
- Attends training relative to records management, as determined or recommended.
- Instrumentally involved in the Records Management budget process, in order to have appropriate funds available to maintain the day to day operation of the Records Management Department.
- In cooperation with elected officials and department heads identifies essential records and establishes a disaster plan for the Records Management Facility, to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense.
- Assists the Records Manager on establishing procedures to ensure the permanent preservation of all historically valuable records of the county.
- Assists the Records Manager with establishing standards for filing and storage equipment and archival supplies for the preservation of worthy items.
- Assist the Records Manager with establishing a recycling program for the elected official and department head offices of the county, to include all remote sites.
- Provides records management advice and assistance to all county departments by preparation of relative "Hand-Outs" and/or "Policies & Procedures" and by on-site consultation/s, when necessary.
- Designs and provides training on all facets of the records management program to all county departments.
- Establishes and updates the Records Management web page, to include relative forms and documents.
- Identifies and reports non-compliance by elected officials and department heads or other county personnel with policies and procedures of the records management program.
- Performs other duties and tasks as assigned by the Hidalgo County Clerk's Records Management Supervisor, Office Manager, Chief Deputy or County Clerk.

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

EDUCATION and/or EXPERIENCE:
- High school diploma or general education degree (GED).
- Associates Degree in Office Administration preferred but not required.
- Degree may be substituted with at least five (5) years of administrative experience.
- Should have administrative experience in office or related work.
- Should have experience with government work.

OTHER SKILLS AND ABILITIES:
- Ability to supervise and communicate effectively with staff and the public.
- Ability to prepare and maintain detailed records, files and reports.
- Flexibility to be cross-trained in various departments.
- Ability to develop and provide training seminars to various county departments.

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

While performing the duties of this job, the employee is required to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

The employee will be required to lift boxes, climb ladders and place the boxes in shelving that reaches up to 16 feet

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:
- Sitting for extended periods of time.
- Operating assigned equipment.
- Climb ladders in excess of 12 feet

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.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1237-4158-40-180-003-0-

AI - 20788

CC RECORD MANAGEMENT

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	
A001	113	CHIEF DEPUTY				0.00	0.00	0.00	0.00	0.00	4,800.00	0.00	0.00
		CREATE THE FOLLOWING: ↓											
0002		**RECORDS MANAGEMENT SPECIALIST**				**40,000.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					TOTAL:	0.00	0.00	0.00	0.00	0.00	4,800.00	0.00	0.00

Approval to create one (1) regular full-time Records Management Specialist position, slot no. 0002, salary in the amount of $40,000.00. Pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, April 20, 2010 **Agenda Item:** 20788

Summary of request/proposal:
County Clerk Records Management (1237):
Approval to create one (1) regular full-time Records Management Specialist position, slot no. 0002, salary in the amount of $40,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1237	Records Management Specialist	0002	113	0.00	40,000.00	40,000.00
				0.00	40,000.00	40,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1237-415-40-180-003-0-	113	CC Records Mgmt -	REG F/T EMPLOYEES	$28,199.23
0-1237-415-40-180-003-0-	211	CC Records Mgmt -	HEALTH INSURANCE	$1,908.35
0-1237-415-40-180-003-0-	212	CC Records Mgmt -	LIFE INSURANCE	$19.03
0-1237-415-40-180-003-0-	220	CC Records Mgmt -	FICA	$2,157.24
0-1237-415-40-180-003-0-	230	CC Records Mgmt -	RETIREMENT	$2,684.57
0-1237-415-40-180-003-0-	250	CC Records Mgmt -	UNEMPLOYMENT COMP	$141.00
0-1237-415-40-180-003-0-	260	CC Records Mgmt -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$35,109.42

2011 Budgetary Impact: $49,801.96

Possible Funding Sources: Co. Clerk Record Mgmt. Fund Balance

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: April 14, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Clerk Records Management

ACCOUNT NUMBER: 0-1237-415-40-180-003-0-XXX

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
0-1237-415-40-180-003-0-113	Co. Clerk Records Mgmt - Reg F/T Employees	28,200.00
0-1237-415-40-180-003-0-211	Co. Clerk Records Mgmt - Health Insurance	1,909.00
0-1237-415-40-180-003-0-212	Co. Clerk Records Mgmt - Life Insurance	20.00
0-1237-415-40-180-003-0-220	Co. Clerk Records Mgmt - FICA	2,158.00
0-1237-415-40-180-003-0-230	Co. Clerk Records Mgmt - Retirement	2,685.00
0-1237-415-40-180-003-0-250	Co. Clerk Records Mgmt - Unemployment Comp	142.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,114.00**

REASON: To appropriate funding for County Clerks Records Management to fund the salary and related fringe benefit expenditures for one (1) Records Management Specialist position, slot no. 0002.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-20773 **12.A.**

2009 Racial Profiling Report

CC REGULAR

Date:	04/20/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Presentation and discussion of the 2009 Racial Profiling Report as presented by the Hidalgo County Sheriff's Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Copies of the report will be distributed to members of Commissioners' Court on agenda date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

Link: racial.profiling.rpt.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/15/2010 08:30 AM	APRV
2	Budget & Management	Erika Zamora	04/15/2010 09:28 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/15/2010 01:57 PM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Emilia Uriegas — Started On: 04/14/2010 09:37 AM

Final Approval Date: 04/16/2010

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO : **Rene Ramirez, Interim County Judge**
Hidalgo County Judge's Office

FROM : **Guadalupe "Lupe" Trevino, Sheriff**

DATE : **April 9, 2010**

RE : **Racial Profiling Report**

Attached you will find the 2009 Racial Profiling Report. It is submitted in accordance with an adherence to Article 2.133 of the Texas Code of Criminal Procedure.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

RACIAL PROFILING REPORT 2009

The 2009 Racial Profiling report is statistical data collected from Traffic Stops from January 1, 2009 through December 31, 2009. It is submitted in accordance with and adherence to Article 2.133 of the Texas Code of Criminal Procedure.

The information contained within this packet is available to the Public in Accordance with the Texas Open Records Act.

TABLE OF CONTENTS

SEC. I: Population

SEC.II: Detention Disposition by Race

SEC.III: Search Status by Race

SEC.IV: Arrests by Race

SEC.V: Time by Day Report by Race

SEC.VI: 2009 Supplementary Survey Profile for Hidalgo County, U.S. Census Bureau

POPULATION INFORMATION

Section I: Population

Reported Population for Hidalgo County is:

- **741,152**

The racial makeup by Population Numbers for Hidalgo County is:

- **635,910 Hispanics**
- **63,946 White**
- **5,700 Asian**
- **4,263 Native American**
- **7,817 African American**

The racial makeup by Population Percentages:

- **89.5% Hispanics**
- **9.0% White**
- **0.8% Asian**
- **0.6% Native American**
- **1.1% African American**

From the reported population, it is evident that Hispanics make up the largest segment of the population for Hidalgo County.

Disposition	Asian	% Race	% Disp	Black	% Race	% Disp
Citation	0	0.0%	0.0%	1	20.0%	0.0%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	2	100.0%	0.1%	4	80.0%	0.1%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Disposition	Hisp.	% Race	% Disp	White	% Race	% Disp
Citation	2249	38.6%	93.7%	102	35.3%	4.3%
Field Interview	90	1.5%	95.7%	2	0.7%	2.1%
Warning	3494	59.9%	94.2%	185	64.0%	5.0%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Disposition	Am.In	% Race	% Disp	Other	% Race	% Disp
Citation	0	0.0%	0.0%	47	63.5%	2.0%
ield Interview	0	0.0%	0.0%	2	2.7%	2.1%
arning	0	0.0%	0.0%	25	33.8%	0.7%
# Suspects/Actors	0	100.0%	0.0%	74	100.0%	1.2%

Disposition	Total %	Total
Citation	38.7%	2399
Field Interview	1.5%	94
Warning	59.8%	3710
Total Suspect/Actors		6203

Examples of how to read this table:

35.3% of white suspects/actors were issued a citation.
4.3% of citations were issued to white suspects/actors.
4.7% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple dispositions (Stop Result Codes) are allowed per suspect.

Disposition	Asian	% Race	% Disp	Black	% Race	% Disp
Citation	0	0.0%	0.0%	1	20.0%	0.0%
Field Interview	0	0.0%	0.0%	0	0.0%	0.0%
Warning	2	100.0%	0.1%	4	80.0%	0.1%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Disposition	Hisp.	% Race	% Disp	White	% Race	% Disp
Citation	2249	38.6%	93.7%	102	35.3%	4.3%
Field Interview	90	1.5%	95.7%	2	0.7%	2.1%
Warning	3494	59.9%	94.2%	185	64.0%	5.0%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Disposition	Am.In	% Race	% Disp	Other	% Race	% Disp
Citation	0	0.0%	0.0%	47	63.5%	2.0%
Field Interview	0	0.0%	0.0%	2	2.7%	2.1%
Warning	0	0.0%	0.0%	25	33.8%	0.7%
# Suspects/Actors	0	100.0%	0.0%	74	100.0%	1.2%

Disposition	Total %	Total
Citation	38.7%	2399
Field Interview	1.5%	94
Warning	59.8%	3710
Total Suspect/Actors		6203
Total Officer knew race prior Yes		0
Total Officer knew race prior No		6203
Total Arrest Reason Penal Code		0
Total Arrest Reason Open Warrant		0
Total Arrest Reason Traffic Viol.		0
Total Arrest Reason City Ordinance		0

Examples of how to read this table:

35.3% of white suspects/actors were issued a citation.
4.3% of citations were issued to white suspects/actors.

4.7% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple dispositions (Stop Result Codes) are allowed per suspect.

Detain Type	Asian	% Race	% Det.	Black	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	2	100.0%	0.0%	5	100.0%	0.1%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Detain Type	Hisp.	% Race	% Det.	White	% Race	% Det.
Arrested	186	3.2%	98.4%	3	1.0%	1.6%
Released	5647	96.8%	93.9%	286	99.0%	4.8%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Detain Type	Am.In	% Race	% Det.	MdEast	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Suspects/Actors	0	100.0%	0.0%	0	100.0%	0.0%

Detain Type	Other	% Race	% Det.	Total %	Total
Arrested	0	0.0%	0.0%	3.0%	189
Released	74	100.0%	1.2%	97.0%	6014
# Suspects/Actors	74	100.0%	1.2%		6203

Examples of how to read this table:

1.0% of white suspects/actors were arrested.
1.6% of arrests were white suspects/actors.
4.7% of all suspects/actors detained were white.

Detain Type	Asian	% Race	% Det.	Black	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	2	100.0%	0.0%	5	100.0%	0.1%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Detain Type	Hisp.	% Race	% Det.	White	% Race	% Det.
Arrested	186	3.2%	98.4%	3	1.0%	1.6%
Released	5647	96.8%	93.9%	286	99.0%	4.8%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Detain Type	Am.In	% Race	% Det.	MdEast	% Race	% Det.
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	0	100.0%	0.0%	0	100.0%	0.0%

Detain Type	Other	% Race	% Det.	Total %	Total
Arrested	0	0.0%	0.0%	3.0%	189
Released	74	100.0%	1.2%	97.0%	6014
# Suspects/Actors	74	100.0%	1.2%		6203

Examples of how to read this table:

1.0% of white suspects/actors were arrested.
1.6% of arrests were white suspects/actors.
4.7% of all suspects/actors detained were white.

Search Status	Asian	% Race	% Srch	Black	% Race	% Srch
Consent	0	0.0%	0.0%	0	0.0%	0.0%
No Search	2	100.0%	0.0%	5	100.0%	0.1%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Search Status	Hisp.	% Race	% Srch	White	% Race	% Srch
Consent	266	4.6%	96.4%	9	3.1%	3.3%
No Search	5537	94.9%	93.9%	280	96.9%	4.7%
Probable Cause	30	0.5%	96.8%	0	0.0%	0.0%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Search Status	Am.In	% Race	% Srch	Other	% Race	% Srch
Consent	0	0.0%	0.0%	1	1.4%	0.4%
o Search	0	0.0%	0.0%	72	97.3%	1.2%
robable Cause	0	0.0%	0.0%	1	1.4%	3.2%
# Suspects/Actors	0	100.0%	0.0%	74	100.0%	1.2%

Search Status	Total %	Total
Consent	4.4%	276
No Search	95.1%	5896
Probable Cause	0.5%	31
Total Suspects/Actors		6203

Examples of how to read this table:

3.1% of white suspects/actors consented to search.
3.3% of consensual searchs were to white suspects/actors.
4.7% of all suspects/actors detained were white.

Note: The race totals (e.g., the "White" column) may not add up because multiple Search Type Codes are allowed per suspect.

Search Status	Asian	% Race	% Srch	Black	% Race	% Srch
Consent	0	0.0%	0.0%	0	0.0%	0.0%
No Search	2	100.0%	0.0%	5	100.0%	0.1%
Probable Cause	0	0.0%	0.0%	0	0.0%	0.0%
# Suspects/Actors	2	100.0%	0.0%	5	100.0%	0.1%

Search Status	Hisp.	% Race	% Srch	White	% Race	% Srch
Consent	266	4.6%	96.4%	9	3.1%	3.3%
No Search	5537	94.9%	93.9%	280	96.9%	4.7%
Probable Cause	30	0.5%	96.8%	0	0.0%	0.0%
# Suspects/Actors	5833	100.0%	94.0%	289	100.0%	4.7%

Search Status	Am.In	% Race	% Srch	Other	% Race	% Srch
Consent	0	0.0%	0.0%	1	1.4%	0.4%
No Search	0	0.0%	0.0%	72	97.3%	1.2%
Probable Cause	0	0.0%	0.0%	1	1.4%	3.2%
# Suspects/Actors	0	100.0%	0.0%	74	100.0%	1.2%

Search Status	Total %	Total
Consent	4.4%	276
No Search	95.1%	5896
Probable Cause	0.5%	31
Total Suspects/Actors		6203

Examples of how to read this table:

3.1% of white suspects/actors consented to search.
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Note: The race totals (e.g., the "White" column) may not add up because multiple Search Type Codes are allowed per suspect.

Agency : HIDALGO COUNTY SHERIFF
Area : All Areas
Subdivision : All Subdivisions

Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	/	/	/	0 / 0	00:00-00:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	15 / 5	13 / 3	24 / 8	26 / 7	30 / 12	17 / 4	16 / 7	141 / 46	
White	/	/	1 /	/	/	/	1 /	2 / 0	
Other	/	/	/	/	/	/	1 /	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	01:00-01:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	18 / 2	7 / 3	13 / 2	7 / 7	9 / 3	5 / 4	17 / 4	76 / 25	
White	2 /	/	/ 1	1 /	/ 1	/	/	3 / 2	
Other	/	/	/	/	1 /	1 /	/	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	02:00-02:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
anic	5 / 2	3 / 1	2 / 4	3 /	3 / 1	6 / 1	2 / 2	24 / 11	
te	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	1 /	/	/	1 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	03:00-03:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	1 / 1	1 /	/	/ 1	1 / 2	1 / 2	2 / 1	6 / 7	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	04:00-04:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	2 /	3 /	/	/	1 / 1	/	/ 2	6 / 3	
White	/	/	/	/	/	/	/	0 / 0	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	05:00-05:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	1 /	/	1 /	/	1 /	1 /	3 / 1	7 / 1	
White	/	/	/	/	/	/ 1	/	0 / 1	
Other	/	/	/	/	/	/	/	0 / 0	

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Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	/	/	/	0 / 0	06:00-06:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	3 /	2 /	1 / 1	2 /	2 / 3	2 / 3	2 /	14 / 7	
White	/	/	/	/	/ 1	/	/	0 / 1	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	07:00-07:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	7 / 3	2 /	2 /	2 / 3	13 / 6	8 / 1	5 / 6	39 / 19	
White	/	1 /	/	/	/	1 /	/ 1	2 / 1	
Other	/	/	/	/	/	/	/	0 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	08:00-08:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
›anic	28 / 14	5 / 2	5 / 3	12 / 2	34 / 28	47 / 17	30 / 12	161 / 78	
..te	/	2 /	1 /	2 /	1 /	1 / 1	3 / 1	10 / 2	
Other	/	/	/	/	1 /	3 /	/	4 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	09:00-09:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	1 /	/	1 / 0	
Hispanic	55 / 30	14 / 3	5 / 2	12 / 2	44 / 22	50 / 22	60 / 22	240 / 103	
White	4 /	/ 1	/	/	5 /	3 / 1	5 / 1	17 / 3	
Other	/	1 /	/	/	1 /	1 /	1 /	4 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	10:00-10:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	1 /	/	/	1 / 0	
Hispanic	57 / 21	16 / 6	12 / 1	9 / 3	49 / 19	43 / 32	57 / 12	243 / 94	
White	3 / 2	1 /	1 / 1	/	2 /	1 / 1	6 / 4	14 / 8	
Other	/	/	/	/	/	1 /	1 /	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	11:00-11:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	1 /	/	/	/	/	/	/	1 / 0	
Hispanic	51 / 20	14 / 7	15 / 6	13 / 9	39 / 23	40 / 21	51 / 21	223 / 107	
White	1 /	/ 1	/	2 /	3 / 1	3 / 1	2 / 1	11 / 4	
Other	/	1 /	/	/	2 /	1 / 1	/	4 / 1	

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Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	1 /	/	/	1 / 0	12:00-12:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	31 / 16	10 / 3	13 / 3	12 / 7	31 / 12	31 / 8	48 / 16	176 / 65	
White	1 /	/	1 / 2	1 / 1	1 /	1 /	1 / 1	6 / 4	
Other	/	/	/	/	/	1 /	2 /	3 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	13:00-13:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	39 / 9	17 / 4	21 / 4	12 / 8	41 / 8	39 / 12	45 / 21	214 / 66	
White	1 /	1 /	1 /	1 /	1 /	2 /	/ 2	7 / 2	
Other	/	4 /	1 /	/	2 /	/	1 / 1	8 / 1	
Asian	1 /	/	/	/	/	/	/	1 / 0	14:00-14:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
anic	39 / 20	16 / 4	18 / 4	17 / 5	32 / 27	48 / 19	43 / 21	213 / 100	
te	1 / 3	3 /	/	/	1 / 1	5 / 1	3 /	13 / 5	
Other	/	1 /	1 /	1 /	/	/ 1	1 / 1	4 / 2	
Asian	/	/	/	/	/	/	/	0 / 0	15:00-15:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	26 / 14	20 / 8	14 / 4	15 / 5	28 / 7	17 / 7	31 / 12	151 / 57	
White	4 / 2	3 /	2 /	2 /	1 / 1	/	1 / 1	13 / 4	
Other	/	/	2 /	1 /	/	/	/	3 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	16:00-16:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	16 / 4	15 / 7	21 / 1	7 / 2	17 / 5	12 / 1	12 / 1	100 / 21	
White	/	2 /	/	/ 1	/ 1	/	1 /	3 / 2	
Other	2 /	/	/	1 /	/	/	1 /	4 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	17:00-17:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	24 / 10	21 / 11	22 / 12	31 / 9	16 / 14	11 / 10	27 / 8	152 / 74	
White	2 /	2 /	1 / 1	2 / 2	/	1 / 1	2 /	10 / 4	
Other	1 /	/	/	/	/	1 /	1 /	3 / 0	

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Race / Sex	SUN M / F	MON M / F	TUE M / F	WED M / F	THU M / F	FRI M / F	SAT M / F	Total M / F	Hour of Day
Asian	/	/	/	/	/	/	/	0 / 0	18:00-18:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	1 /	/	/	/	/	/	1 / 0	
Hispanic	43 / 14	56 / 24	80 / 38	88 / 37	51 / 25	56 / 10	64 / 16	438 / 164	
White	4 /	8 / 2	2 /	5 / 2	1 /	/ 3	2 / 6	22 / 13	
Other	/	1 /	/	/	1 /	1 /	2 /	5 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	19:00-19:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	1 /	/	/	/	/	1 / 0	
Hispanic	41 / 18	78 / 27	89 / 38	87 / 40	46 / 22	58 / 27	47 / 16	446 / 188	
White	2 /	5 / 2	5 / 3	1 / 3	2 / 1	1 / 3	5 / 1	21 / 13	
Other	/	1 /	/	4 /	1 /	1 /	/	7 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	20:00-20:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
›anic	45 / 11	75 / 29	88 / 31	75 / 34	38 / 27	46 / 18	30 / 14	397 / 164	
. ..te	3 / 2	5 /	3 /	/	3 / 1	1 / 3	1 / 1	16 / 7	
Other	1 /	1 /	/	1 /	/	1 /	1 /	5 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	21:00-21:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	19 / 17	47 / 20	48 / 24	54 / 23	34 / 9	32 / 8	30 / 20	264 / 121	
White	1 /	3 / 1	/ 1	1 /	2 /	1 / 1	5 / 2	13 / 5	
Other	1 /	1 /	/	1 /	2 /	1 /	1 /	7 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	22:00-22:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	15 / 6	39 / 11	48 / 12	52 / 16	24 / 10	41 / 9	26 / 3	245 / 67	
White	/ 1	3 / 1	1 / 1	/ 2	/ 1	/	3 / 1	7 / 7	
Other	1 /	/	/	/	/	1 /	/	2 / 0	
Asian	/	/	/	/	/	/	/	0 / 0	23:00-23:59
American Ind.	/	/	/	/	/	/	/	0 / 0	
Black	/	/	/	/	/	/	/	0 / 0	
Hispanic	18 / 6	32 / 13	41 / 17	33 / 17	12 / 7	19 / 9	27 / 13	182 / 82	
White	/	1 / 2	1 /	1 /	1 /	1 / 1	1 / 2	6 / 5	
Other	/	/	1 /	/	/	/	/	1 / 0	
Total by Day	636 / 253	558 / 196	609 / 225	597 / 248	634 / 302	667 / 265	730 / 278	4431 / 1767	

U.S. Census Bureau
American FactFinder

POPULATION FINDER

United States | Texas | **Hidalgo County**

Hidalgo County, Texas

city/ town, county, or zip
Edinburg, Hidalgo
state
Texas GO
search by address »

The 2009 population estimate for Hidalgo County, Texas is 741,152.

Note: Information about challenges to population estimates data can be found on the Population Estimates Challenges page.

View population trends...

	2009	2000	1990
Population	741,152	569,463	383,545

Source: U.S. Census Bureau, 2009 Population Estimates, Census 2000, 1990 Census

View more results...

Population for all counties in Texas, 2000-2009:
alphabetic | ranked

Map of Persons per Square Mile, Texas by County:
2009 | 2000 | 1990

Map of Persons per Square Mile, County by County Subdivision:
2000 | 1990

See more data for Hidalgo County, Texas on the Fact Sheet.

The letters PDF or symbol indicate a document is in the Portable Document Format (PDF). To view the file you will need the Adobe® Acrobat® Reader, which is available for **free** from the Adobe web site.

AI-20829 **13.A.**

District Attorney - Deletion and Creation of positions

CC REGULAR

Date:	04/20/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Roy Cazares
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Attorney

Information

CAPTION

DA Investigation HB65 (1223):
1. Approval to delete one (1) regular part-time Criminal Investigator position, slot no. 0059, budgeted salary $23,296.00.
2. Approval to create one (1) regular full-time Assistant District Attorney, slot no. 0060, at $7,750.00 for cost allocation of state awarded supplement for slot no. 001 in the DA Border Prosecution program (fund 1281)
3. Approval to create one (1) regular full-time Legal Assistant position, slot no. 0061, at $5,000.00 for cost allocation of state awarded supplement for slot no. 002 in the DA Border Prosecution program (fund 1281).
4. Approval of intradepartmental transfer.
5. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds for two (2) proposed postions and related fringe benefit expenditures, available from deletion of Criminal Investigator position.

Attachments

Link: fiscal note

Link: Criminal Invest. - back-up

Link: Asst. DA - back-up

Link: Legal Asst. - back-up

Link: Revised salary schedule (1223)

Link: Line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/16/2010 03:53 PM	APRV

2	Budget & Management Erika Zamora	04/16/2010 04:03 PM	APRV
3	Rosalinda Cantu	04/16/2010 05:29 PM	PEND

Form Started By: Sylvia Solis Started On: 04/16/2010 11:36 AM

Final Approval Date: 04/16/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, April 20, 2010 **Agenda Item:** 20829

Summary of request/proposal:
DA Investigation HB65 (1223):
1. Approval to delete one (1) regular part-time Criminal Investigator position, slot no. 0059, budgeted salary $23,296.00.
2. Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 0060, budgeted salary $7,750.00 for cost allocation of state awarded supplement for slot no. 001 in the DA Border Prosecution program (fund 1281)
3. Approval to create one (1) regular full-time Legal Assistant position, slot no. 0061, budgeted salary $5,000.00 for cost allocation of state awarded supplement for slot no. 002 in the DA Border Prosecution program (fund 1281).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1223	CRIMINAL INVESTIGATOR	0059	114	23,296.00	0.00	($23,296.00)
1223	ASSISTANT DISTRICT ATT.	0060	113	0.00	7,750.00	$7,750.00
1223	LEGAL ASSISTANT	0061	113	0.00	5,000.00	$5,000.00
						$0.00
						$0.00
						$0.00
				23,296.00	12,750.00	($10,546.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1223-412-00-080-007-0-	113	DA INVEST. HB65 -	REG F/T EMPLOYEES	($7,434.73)
0-1223-412-00-080-007-0-	211	DA INVEST. HB65 -	HEALTH INSURANCE	-
0-1223-412-00-080-007-0-	212	DA INVEST. HB65 -	LIFE INSURANCE	-
0-1223-412-00-080-007-0-	220	DA INVEST. HB65 -	FICA	($568.76)
0-1223-412-00-080-007-0-	230	DA INVEST. HB65 -	RETIREMENT	($707.79)
0-1223-412-00-080-007-0-	250	DA INVEST. HB65 -	UNEMPLOYMENT COMP	($37.17)
0-1223-412-00-080-007-0-	260	DA INVEST. HB65 -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($8,748.45)

2011 Budgetary Impact: ($9,675.52)

Possible Funding Sources: NO BUDGETARY IMPACT.

Budget Office Recommendation: **No budgetary impact to Health & Life insurance due to distribution of expenditure.**

Slots are state supplements to to Border Prosecution Initiave positions. They do not require full annual health & Life expenditure due to distribution of expenditures. Position deleted had greater expenditure than two slots being created.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney (080-007) DATE: 04/15/10

CURRENT POSITION TITLE: Criminal Investigator CURRENT SLOT. #: 0059

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

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

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

DEPARTMENT NOT IN NEED OF POSITION.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	4/16/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esthee A. Cortez/ofr HUMAN RESOURCES DIRECTOR	04.16.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/16/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County District Attorney's Office
Job Description

Job Title: **Criminal Investigator**

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

Essential Duties and Responsibilities:
Other duties may be assigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offensive and defensive weapons nomenclature and theory.

Use of firearms and other modern law enforcement equipment.

Self defense tactics.

Interview and interrogation techniques and methods.

English usage, spelling, grammar and punctuation.

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

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

Departmental rules and regulations, policies, procedures and directives.

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

Ability to:

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

Use and properly care for firearms.

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

Prepare clear, accurate and grammatically correct written reports.

Maintain confidentiality in the performance of duties.

Analyze situations quickly and objectively and take necessary emergency action.

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

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

Communicate clearly and concisely, both orally and in writing.

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

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

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

Effectively deal with personal danger which may include exposure to:

armed or dangerous persons
communicable diseases
firearms
excessive noise
inclement weather

Maintain effective audio-visual discrimination and perception needed for:

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

working in intense life threatening conditions
exposure to various weather conditions

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

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

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

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

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

Firearms and excessive noises.

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

Works in an intense life threatening conditions.

Exposure to various weather conditions including inclement weather.

May be exposed to armed or dangerous persons.

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney (080-007) DATE: 04/15/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0060

REQUESTED POSITION TITLE: Assistant District Attorney

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other Supplement Salary

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 7,750.00 (Proposed Budgeted Salary) $ 7,750.00 (Net Change)

(* PROPOSED BUDGETED SALARY IN THE AMOUNT OF $7,750.00 IS A COST ALLOCATION FOR 080-012-0001)

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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

TO BE COMPETTITIVE, NEED TO INCREASE TOTAL COMPENSATION FOR SLOT NO. 001 FROM THE BORDER PROSECUTION INITIATIVE FUND (1281). IN NEED OF NUMEROUS YEARS OF EXPERIENCE WITH EXPERTISE IN THE PROSECUTION OF CRIMINAL CASES.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	4/16/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esthela A. Cortez HUMAN RESOURCES DIRECTOR	04.16.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/16/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County District Attorney's Office
Job Description

Job Title: **Assistant District Attorney**

Summary: Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, and other type of criminal cases to include government procedures and other research issues that arise. Screens and charges various cases (including complex or sensitive cases and/or cases involving major crimes) for which the District Attorney's Office has responsibility; and/or prepares investigates and litigates various cases filed with the District Attorney's Office, including cases involving major crimes.

Essential Duties and Responsibilities:
Other duties may be assigned.

- Screening and preparation of felony files for presentation to grand jury.
- Screening and preparation of misdemeanor files for filing of criminal complaints.
- Screening and preparation of juvenile files for filing of petition.
- Screening and preparation of child welfare cases for filing.
- Screening and preparation of forfeiture files within the 30 day limitation for filing.
- Interview with relatives of mental patients to determine if person can be committed.
- Interviews with person assaulted and determine if a protective order can be filed on behalf of victim.
- Direct peace officers from all agencies in Hidalgo County on the extent and quality of their criminal investigation.

- Drafts and prepares legal criminal indictments for all felonies presented to the Grand Jury.
- Does legal research on abnormal and unusual criminal situations that arise frequently.
- Reads and understands all current reported criminal cases in legal texts to keep current on law changes.
- Visits various crime scenes to determine if evidence is legally sufficient.
- Presents felony cases to the Grand Jury.
- Subpoenas witnesses before the Grand Jury.
- Sets and/or recommends bond amounts for all criminal cases presented to the Grand Jury.
- Responds to correspondence or phone calls from persons making inquiries or requesting information.
- Negotiates with defense attorneys and victims regarding pleas.
- Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, etc..
- Work on responses for Writs.
- Research different issues pertaining to procedures of law or county government.
- May draft final orders, temporary orders, motions to modify further temporary orders, motions to appoint attorneys, motions regarding service of process, or other court documents applicable to prosecution of assigned cases.
- Tries felonies, misdemeanors, juveniles, forfeitures, protective orders, mental cases and Class C ticket violations in their respective courts.
- Review incoming cases.
- Prepares and files responses to post conviction writs.
- Assists the District Attorney in formulating department policies and procedures.
- Assures and unit's policies and procedures are properly discharged in keeping with department's established mission goals and objectives.

- Screen and reviews complex or sensitive cases to determine the legal and factual sufficiency of the case and directs the gathering of additional information.

- Confers with District Attorney, defense attorneys, investigators, law enforcement officials, probation authorities, victims, witnesses (including expert witnesses) and other parties concerning assigned cases.

- Assists subordinate attorneys with jury trials, revocations, examining hearing, juvenile hearing, family matters and civil actions including forfeitures. Responds to questions of colleagues, etc.

- Is available, on a rotating basis, 24 hours a day to assist law enforcement agencies by answering legal questions, assisting with crime scene work and advising law enforcement on legal issues.

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

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

Education and/or Experience:
J.D. or L.L.B. degree from an accredited law school.

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

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

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

Certificates, Licenses, Registrations:
License from the Texas State Bar to practice law in the State of Texas.

License to practice in Federal District Court is preferred.

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

Other Skills and Abilities:

- Thorough knowledge of judicial principles and of criminal and civil law and procedures, including constitutional as well as statutory law.
- Ability to analyze and appraise facts, procedures and legal precedents affecting complex court cases in area of specialty.
- Ability to present facts and precedents effectively in court and writing in complex or sensitive cases.
- Familiarity with general investigative techniques.
- Ability to train, motivate, supervise and develop subordinate professionals.
- Excellent judgment and management abilities.
- Ability to conduct complex legal research and to apply negotiating skills.
- Ability to try major cases, including managing relationships with the public and the media.
- Ability to establish and maintain effective working relationships with other county employees and officials, court personnel, other attorneys and the general public.
- Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law.

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

- While performing the duties of this job, the employee is regularly required to sit. The employee is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is

occasionally required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear.

- The employee must occasionally lift and/or move up to 15 pounds and occasionally lift and/or move up to 100 pounds. Employee carries and or moves evidence, briefcase, etc. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

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

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

- The noise level in the work environment is usually moderate.

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney (080-007) DATE: 04/15/10

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0061

REQUESTED POSITION TITLE: Legal Assistant

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SUPPLEMENT SALARY

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ $5,000.00 (Proposed Budgeted Salary) $ $5,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

TO BRING PARITY WITH CURRENT STARTING SALARIES OF ALL SECRETARIAL/ LEGAL ASSISTANT POSITIONS IN DEPARTMENT.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	4/16/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esthela Esthela Cortez /hr HUMAN RESOURCES DIRECTOR	04-16-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	4/16/2010 DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Job Description

Job Title: **Legal Assistant**

Summary: Prepare all necessary paperwork on criminal and civil files. Keep track of dockets, input information into computer, answer phones, and talk to victims and witnesses.

Essential Duties and Responsibilities:
Other duties may be assigned.

Merge and edit legal documents in the computer.

Maintain a schedule of the case setting.

Contacts law enforcement agencies, victims and witnesses.

Input information on cases into computer databases.

Check for prior criminal records on defendants.

Files forms in files.

Input information relating to the criminal/civil files into the computer system.

Answer inquires on cases.

File files in numerical or alphabetical order.

Pull court dockets on daily bases

Run copy of documents as needed.

Fax documents as needed.

Drafts complex legal documents e.g., memoranda, pleadings, briefs, questionnaires, checklists, etc.

Assists in performing librarian functions (index documents and prepare digests, etc.).

Performs complex legal research and writing duties

Perform investigative functions, such as verifying facts, uncovering facts, searching and checking public records, contacting victims for information and notifying victims or law enforcement agencies of approaching deadlines.

Acts as interpreter of language and of community lifestyle

Reviews case files to determine necessary actions and prepares required notices.

Answer inquiries relating to criminal files.

Perform tasks as assigned by the Supervisor Assistant District Attorney.

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

Computer knowledge:

- Must have some personal computer knowledge
- Ability to learn new computer software
- Must be familiar with MS Windows products
- Ability to type 45 words per minute or more

Education and/or Experience:

- High school diploma or general education degree (GED)
- Six years of progressively responsible Legal Secretary Experience or equivalent combination of education and experience, which provides the required knowledge, skills and abilities.
- Prior working experience in the client community or in other Legal service programs.

Language Skills:

- Ability to read and write the English language
- Ability to read, analyze and interpret legal documents
- Ability to respond to common inquiries or complaints from victims, law enforcement agencies or members of the community
- The ability to effectively present information to victims of the crimes

Mathematical Skills:

- Ability to work with mathematical concepts such as probability and statistical inference

- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

- Ability to define problem(s)
- Collect data
- Establish facts
- Draw valid conclusions
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Other Skills and Abilities:

- Possess thorough knowledge of all major substantive law areas affecting program clients
- Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties
- Ability to get along well with people, assume responsibility and follow orders
- Ability to function at a high level under stressful conditions
- Ability to maintain confidentiality. Through knowledge of the "unauthorized practice of law"
- Ability to perform high level analysis of cases and relevant legal materials
- Ability to communicate with persons in the client community. Bilingual ability is highly desirable
- Knowledge and understanding of the legal problems and needs of the poor

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

- While performing the duties of this job, the employee is regularly required to sit for an extended period of time
- Use hands and finger
- Handle or feel objects, tools or controls
- Reach with hands and arms
- Talk or hear
- Stand and walk.

- Occasionally lift and/or move up to 10 lbs.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 20829

DA INVESTIGATION HB65

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	113	ASST D.A.				4,401.00	4,401.00	0.00	0.00	0.00	0.00	0.00	4,401.00
0002	113	ASST D.A.				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0003	113	ASST D.A.				3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0004	113	ASST D.A.				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0005	113	ASST D.A.				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0006	113	ASST D.A.				3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
0007	113	ASST D.A.				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0008	113	ASST D.A.				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0009	113	ASST D.A.				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0010	113	ASST D.A.				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0011	113	ASST D.A.				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	ASST D.A.				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0013	113	ASST D.A.				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	ASST D.A.				1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0015	113	ASST D.A.				3,176.00	3,176.00	0.00	0.00	0.00	0.00	0.00	3,176.00
0016	113	ASST D.A.				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ASST D.A.				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0018	113	ASST D.A.				1,824.00	1,824.00	0.00	0.00	0.00	0.00	0.00	1,824.00
0019	113	ASST D.A.				1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0020	113	ASST D.A.				1,676.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0021	113	ASST D.A.				3,236.00	3,236.00	0.00	0.00	0.00	0.00	0.00	3,236.00
0023	113	CRIMINAL INVES				4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0024	113	CRIMINAL INVES				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	CRIMINAL INVES				4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0026	113	CRIMINAL INVES				4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 20829

DA INVESTIGATION HB65

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	
0027	113	PERSONNEL DIRE				2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0028	113	ADMINISTRATIVE ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0029	113	ADMINISTRATIVE ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0030	113	ADMINISTRATIVE ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0031	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0032	113	ADMINISTRATIVE ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ACCOUNTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0034	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0035	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0037	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0038	113	ADMINISTRATIVE ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0039	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0040	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0042	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0043	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0044	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0045	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0046	113	LEGAL ASSISTANT				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0047	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0048	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0049	113	LEGAL ASSISTANT				3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0050	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0051	113	LEGAL ASSISTANT				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 20829

DA INVESTIGATION HB65

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	
0052	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0053	113	LEGAL ASSISTANT				5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0054	113	LEGAL ASSISTANT				3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0055	113	LEGAL ASSISTANT				3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0056	113	ASST D.A.				9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	9,000.00
0057	113	ASST D.A.				53,500.00	49,100.00	0.00	0.00	0.00	0.00	900.00	50,000.00
0058	114	CRIMINAL INVES				23,296.00	23,296.00	0.00	0.00	0.00	0.00	0.00	23,296.00
~~0059~~	~~114~~	**DELETE THE FOLLOWING:** ↓ ~~CRIMINAL INVESTIGATOR~~				~~23,296.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0060	113	**CREATE THE FOLLOWING:** ↓ ASST D.A.				7,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	**CREATE THE FOLLOWING:** ↓ LEGAL ASSISTANT				5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					TOTAL:	341,237.00	288,541.00	0.00	0.00	0.00	0.00	900.00	289,441.00

1. Approval to delete one (1) regular part-time Criminal Investigator position, slot no. 0059, budgeted salary $23,296.00.
2. Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 0060, budgeted salary $7,750.00 for cost allocation of state awarded supplement for slot no. 001 in the DA Border Prosecution program (fund 1281)
3. Approval to create one (1) regular full-time Legal Assistant position, slot no. 0061, budgeted salary $5,000.00 for cost allocation of state awarded supplement for slot no. 002 in the DA Border Prosecution program (fund 1281).
All personnel action pending CC approval.

DATE: April 16, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA Investigation HB65

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

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	890	OTHER	7,400.00
220	FICA	890	OTHER	568.00
230	RETIREMENT	890	OTHER	707.00
250	UNEMPLOYMENT COMP	890	OTHER	37.00
			TOTAL	8,712.00

REASON:
Intradepartmental Transfer to move excess funding from various salary related object codes as a result of deleted Criminal Investigator position (080-007-0059).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20763 **15.A.**

Pct. # 3 - Javier Hinojosa Eng. CDBG-R YR 22 (2009)

CC REGULAR

Date:	04/20/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 3, is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering in the amount of $42,714.00 utilizing CDBG-R Year 22 (2009) Substantial Amendment for Hidalgo County Precinct #3 – Drainage Improvement Project.

BACKGROUND

Javier Hinojosa Engineering has submitted a best and final offer for professional engineering services for the Drainage Improvement Project to International Village Subdivision within Precinct #3. Javier Hinojosa Engineering was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $42,714.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	$ 42,714.00
Funds Available:	$509,653.80 – CDBG-R Year 22 (2009) Substantial Amendment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) CDBG-R Substantial Amendment funds for the Precinct #3 Drainage Improvement Project.

Contract Amount: $ 42,714.00
Funds Available: $509,653.80

Attachments

Link: Professional Services Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	04/13/2010 02:55 PM	APRV
2	Perla Lopez	Perla Lopez	04/14/2010 09:24 AM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Hilda Bazan Started On: 04/13/2010 10:34 AM

Final Approval Date: 04/16/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 20th day of **April 2010** by and between **Hidalgo County Precinct No. 3,** (hereinafter called the "Party") and **Javier Hinojosa Engineering.**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E., Owner** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the CDBG-R Substantial Amendment proposed **Flood Drainage Improvements** Account(s) **5209-93-0309-5000-9300**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

m. Furnish to the Party of **Hidalgo County Precinct No. 3** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of $ **42,714.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 20, 2010**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Javier Hinojosa, P.E., Owner

Firm Name: **Javier Hinojosa Engineering**

Address: **416 E. Dove Ave.**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **74-2865301**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

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

April 9, 2010

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: International Village Subdivision Drainage Outfall

Dear Commissioner Flores,

Attached please find the Scope of Services for the International Village Subdivision Drainage Outfall project. Our best and final offer for Engineering Service for this project is $42,714.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

Cc: Monica Luna, CDBG Coordinator , Hidalgo County Urban County Program,

EXHIBIT A
SCOPE OF SERVICES
HIDALGO COUNTY PRECINCT NO. 3
INTERNATIONAL VILLAGE SUBDIVISION DRAINAGE OUTFALL
PREPARED BY: JAVIER HINOJOSA ENGINEERING

Hidalgo County Precinct No. 3 proposes to construct drainage improvements for the International Village Subdivision. The improvements will consist of providing a drainage outfall for the International Village Subdivision along Los Ebanos Road to the Hidalgo County West Main Drain Ditch.

Contract Amount: $42,714.00

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN ALTERNATIVES

Various design alternatives will be developed using information secured from ongoing field surveys. The existing record plans of the County will be used as a guide for design evaluations. Each alternative will be evaluated with regard to the Project's goals being met. Cost estimates will be developed for the various alternatives

TASK IV – DESIGN

This task will assure that the drainage improvements designed and incorporated in the plans are adequate for the area.

TASK V – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task IV along with cost estimates will be reviewed with County staff for input and guidance.

TASK VI – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

TASK VII – BIDDING AND AWARD

VII a. Bidding Process

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the County desires.

VII b. Bid Recommendations

After receipt of bids by the County, we will tabulate the bids and make recommendations in consultation with County staff.

VII c. Award

We will prepare necessary contract documents for execution after award by the County.

TASK VIII – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and County staff. The outcome of this final inspection will be a certificate of completion or a punch list of items for the contractor to complete.

TASK IX – AS BUILTS

We will provide the County with reproducible "as-builts" of the project along with a diskette on Auto-Cadd.

AI-20800 **15.B.**

Street Improvement project - Pct. #3

CC REGULAR

Date:	04/20/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Luna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, on behalf of Hidalgo County Precinct No. 3, is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering (highest ranked firm), in the amount of $107,156.88 utilizing Urban County Program Year 22 (2009) Precinct No. 3 Street Improvement funds.

BACKGROUND

Precinct No. 3 has negotiated a contract with Javier Hinojosa Engineering for the UCP Year 22 (2009) Street Improvement project at 2 Mile from FM492 to La Homa Road. Authority to negotiate with Javier Hinojosa Engineering was approved in Hidalgo County Commissioners' Court on April 13, 2010.
See attached scope of services and proposal.

Contract Amount: $107,156.88 Javier Hinojosa Engineering

Funds Available: $795,654.15 Year 22 (2009) Precinct #3 Street Improvement funds
$795,654.15 TOTAL

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Precinct No. 3 Street Improvement funds for this project.

Contract Amount: $107,156.88
Funds Available: $795,654.15

Attachments

Link: precinct street project

Link: Javier Hinojosa Engineering Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/15/2010 09:30 AM	APRV
2	Perla Lopez	Perla Lopez	04/15/2010 03:39 PM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Estella Webber

Started On: 04/14/2010 04:53 PM

Final Approval Date: 04/16/2010

Fiscal year thru period ending 04/30/2010

93

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5009 93 0311 5000 5500						
STREET IMP (PALMVIEW)	.00	.00	.00	84,095.19	84,095.19	.0%
5009 93 0311 5000 9300						
STREET IMPROVEMENTS	.00	.00	.00	795,654.15	795,654.15	.0%
5009 93 0311 5100 9310						
HINOJOSA ENGINEERING	.00	.00	59.31	59.31	.00	100.0%
5009 93 0311 5125 5502						
THE MONITOR	.00	410.55	.00	410.55	.00	100.0%
5009 93 0311 5200 5522						
SOL TECHNOLOGIES, LLC.	.00	.00	214,712.75	214,712.75	.00	100.0%
5009 93 0311 5200 9311						
TOTAL COMMITMENT, LLC	.00	.00	34,711.12	34,711.12	.00	100.0%
5009 93 0311 5300 5501						
FRONTERA MAT.-TIERRA LINDA SUB	.00	34,792.51	.00	34,792.51	.00	100.0%
5009 93 0311 5300 9301						
PERFORMANCE GRADE	7,505.00	10,607.00	.00	10,607.00	.00	100.0%
5009 93 0311 5300 9302						
HIDALGO COUNTY IRRIGATION DIST	.00	3,251.52	.00	3,251.52	.00	100.0%
5009 93 0311 5300 9303						
FRONTERA MATERIAL-MOOREFIELD	.00	.00	125,975.50	125,975.50	.00	100.0%
5009 93 0311 5300 9304						
PAVEMENT MARKINGS	.00	.00	3,132.40	3,132.40	.00	100.0%
Total Expenditure	7,505.00	49,061.58	378,591.08	1,307,402.00	879,749.34	32.7%

Setup by: MARISELA ZAVALA

----------| Selection Page |----------

ID type.....: P - Project Reporting System
Report Name....: PCITY - CITY REPORT
Account Mask...: PXXXX 5009-93-0311-XXXX
Date.....: 04/14/2010
Adj period.....: No
Include Attrs..: EX | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

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

April 14, 2010

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Mile 2 North Paving Improvements (La Homa Road to FM 492)

Dear Commissioner Flores,

Attached please find the Scope of Services for the Mile 2 North Paving Improvements from La Homa Road to FM 492. Our best and final offer for Engineering Service for this project is $107,156.88. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Monica Luna, CDBG Coordinator , Hidalgo County Urban County Program,

EXHIBIT A
SCOPE OF SERVICES
HIDALGO COUNTY PRECINCT NO. 3
MILE 2 NORTH PAVING IMPROVEMENTS (LA HOMA ROAD TO FM 492)
PREPARED BY: JAVIER HINOJOSA ENGINEERING

Hidalgo County Precinct No. 3 proposes to construct paving improvements from Mile 2 North from La Homa Road to FM 492. The improvements will consist of providing a paving section consisting of 28' wide caliche and 24' wide asphalt paving.

Contract Amount: $107,156.88

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN ALTERNATIVES

Various design alternatives will be developed using information secured from ongoing field surveys. The existing record plans of the County will be used as a guide for design evaluations. Each alternative will be evaluated with regard to the Project's goals being met. Cost estimates will be developed for the various alternatives

TASK IV – DESIGN

This task will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

TASK V – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task IV along with cost estimates will be reviewed with County staff for input and guidance.

TASK VI – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

TASK VII – BIDDING AND AWARD

VII a. Bidding Process

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the County desires.

VII b. Bid Recommendations

After receipt of bids by the County, we will tabulate the bids and make recommendations in consultation with County staff.

VII c. Award

We will prepare necessary contract documents for execution after award by the County.

TASK VIII – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and County staff. The outcome of this final inspection will be a certificate of completion or a punch list of items for the contractor to complete.

TASK IX – AS BUILTS

We will provide the County with reproducible "as-builts" of the project along with a diskette on Auto-Cadd.

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Mile 2 North (La Homa Road to FM 492)
Prepared By: Javier Hinojosa Engineering
March 23, 2010

A. Mile 2 North (La Homa Road to FM 492)

1	Unc. Excavation	18,000	CY	@	$3.00	= $54,000.00
2	Subgrade Preparation	36,750	SY	@	$2.50	= $91,875.00
3	10" Caliche Base	36,750	SY	@	$8.00	= $294,000.00
4	2" HMAC (Type "D")	31,500	SY	@	$10.00	= $315,000.00
5	4" Striping	6,000	LF	@	$0.50	= $3,000.00
6	18" RCP Culverts	1,100	LF	@	$25.00	= $27,500.00
7	Grade Bar Ditches	23,600	LF	@	$1.50	= $35,400.00
8	Safety End Treatments	7	EA	@	$800.00	= $5,600.00
9	Irrigation Adjustments	LUMP SUM		@	$15,000.00	= $15,000.00
10	Asphalt Driveways	25	EA	@	$500.00	= $12,500.00

Subtotal	:	**$853,875.00**
Engineering Design Fee	:	**$89,656.88**
R.O.W. Survey	:	**$17,500.00**
Contingency (10%)	:	**$85,387.50**
Laboratory Testing	:	**$25,616.25**
Total	:	**$1,072,035.63**

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

Diana Serna
Urban County Director
1916 Tesoro Boulevard
Pharr, TX. 78577

Dear Diana Serna:

Please place for approval the contract with Javier Hinojosa Engineering in the amount of $ 107,156.88 on the next Commissioners' Court agenda. The engineering contract will be for plans and specifications for the Mile 2 North Paving Improvements Project from La Homa road to FM 492. I have reviewed the scope of work and the proposal from the engineer for this project. The amount has been negotiated and we concur with the amount for the work being proposed.

Sincerely,

Joe M. Flores
Hidalgo County Commissioner
Precinct # 3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **20th** day of **April 2010** by and between **Hidalgo County Precinct No. 3,** (hereinafter called the "Party") and **Javier Hinojosa Engineering ,** duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **2009 Street Improvements** Account(s) **5009-93-0311-5000-9300-MBUCP**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

m. Furnish to the Party of **Hidalgo County Precinct No. 3** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$107,156.88** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and

the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

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

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

Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the

provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 20, 2010** . Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Javier Hinojosa, P.E. (Engineer)

Firm Name: **Javier Hinojosa Engineering**

Address: **416 East Dove Avenue**
City/ST/ZIP: **McAllen, Texas 78504**

FED ID #/SS #: **74-2865301**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(seal)

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit “A”

(Scope of Services)

see attached

AI-20798 **15.C.**

Street Improvements - City of Alton

CC REGULAR

Date:	04/20/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of the City of Alton, is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering in the amount of $15,100.00 utilizing CDBG Year 22 (2009) Street Improvements funds.

BACKGROUND

Javier Hinojosa Engineering has submitted a best and final offer for professional engineering services for the 2009 City of Alton - Street Improvements Project. Javier Hinojosa Engineering was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $15,100.00.
See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 15,100.00

Funds Available: $249,727.00 FY 22 (2009) – Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Contract Amount: $ 15,100.00
Funds Available: $249,727.00

Attachments

Link: Alton street imp. proj.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/14/2010 05:04 PM	APRV
2	Perla Lopez	Perla Lopez	04/15/2010 11:38 AM	APRV

3	Auditor's Office	04/16/2010 05:29 PM	NEW
Form Started By: Estella Webber		Started On: 04/14/2010 04:23 PM	
Final Approval Date: 04/16/2010			

CITY OF ALTON
NOTICE & AGENDA
REGULAR MEETING
April 13, 2010

NOTICE is hereby given that on the 13th day of April 2010, the Alton City Commission will hold a Regular Meeting at 7:30 p.m. The meeting will be held at ALTON CITY HALL 509 South Alton Blvd., Alton, Texas.

THE ALTON CITY COMMISSION MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARYAT 432-0760 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

The agenda includes the following listed items:

I. **CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

II. **PUBLIC COMMENT**

III. **CONSENT AGENDA**

1. To approve final plat for Bosquencinos Subdivision.

IV. **APPROVAL OF MINUTES**

1. To approve the minutes of the City Commission meeting of March 23, 2010.

V. **NEW BUSINESS**

DISCUSSION & ACTION:

1. To approve the appointment of Alternate Judge for the May 8, 2010 General Election.
2. To approve Ordinance 2010-04. A curfew ordinance for minors, regulating the use of streets during nocturnal hours and providing a penalty for violation of this ordinance; and providing for a severability clause.
3. Consideration and possible action Resolution 2010-04, approving a final finance and development plan for the City of Alton Tax Increment Reinvestment Zone # 1.
4. Consideration and possible action on approving Resolution 2010-05, an Interlocal Agreement, subject to minor changes in wording by the County Attorney, by and between the City of Alton, Hidalgo County and the Board of Directors of the City of Alton Tax Increment Reinvestment Zone for the City of Alamo Tax Increment Reinvestment Zone # 1.
5. To approve a request by MCISD to use the Alton City Commission Chambers for the school district's general election for an additional day of early voting.
6. To approve Proclamation 2010-03 proclaiming Community Development Block Grant Week.

7. To approve Proclamation 2010-04 proclaiming April 2010 as Fair Housing Month.

8. To approve Resolution 2010-06. A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof.

9. On first reading of Ordinance 2010-05 to consider establishing a 20 mile per hour speed limit on all two lane undivided streets in the area around Alton Elementary, and providing for penalties for violation of such 20 mile per hour speed limit.

10 To approve Interlocal Agreement with Hidalgo County Health Department for inspection to on-site sewerage disposal systems. Approved

11. On first reading of Ordinance 2010-06 amending the Flea Market Ordinance. 1st Reading

12. To approve selection of Delinquent Property Tax Collection Agency. Approved

13. To approve engineering contract for Street Paving. Approved

14. To approve Proclamation 2010-05 proclaiming April 22, 2010 as Earth Day.

VI. EXECUTIVE SESSION: Pursuant to Government Code Section 551.071 & 551.072

a) Pending and/or potential litigation
b) Real Estate
c) Personnel

VII. RETURN TO OPEN SESSION FOR POSSIBLE ACTION

a) Pending and/or potential litigation
b) Real Estate
c) Personnel

VIII. CITY MANAGER'S REPORT

a) EDA Sewer Project Status Report
b) TDRA Project Status Report
c) Street Improvements Projects

IX. ADJOURNMENT

NOTE: If during the course of the meeting, the Commission should determine that a closed or executive session is required, then such closed or executive session is authorized by Article 6252-17 Revised Civil Statute of Texas, Section 2(e), 2(g). Notice of the closed or executive session will be given after the commencement of the meeting covered by this notice. Should any final action, final decision, or final vote be required in the opinion of

SCOPE OF SERVICES
CITY OF ALTON
YEAR 2009 STREET PAVING IMPROVEMENTS
PREPARED BY: JAVIER HINOJOSA ENGINEERING

The City of Alton proposes to construct paving improvements for Sycamore Street, Eisenhower Street, Bella Vista Street and Chicago Avenue. The improvements will consist of reclamation of the existing paving for Eisenhower, Sycamore and Bella Vista Streets and an overlay for Chicago Avenue.

Contract Amount: $15,100.00

Project Tasks

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We propose that an initial project orientation meeting be scheduled so that both the City and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

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Preliminary Cost Estimate
City of Alton
Year 2009 Street Paving Improvements
Prepared By: Javier Hinojosa Engineering
March 23, 2010

A. Sycamore Street						
1. In Place Recycling of Exist. HMAC & Caliche	4,000	SY	@	$4.00	=	$16,000.00
2. Type F, Grade 3 Caliche	480	TONS	@	$9.00	=	$4,320.00
3. 1 1/2" HMAC	4,000	SY	@	$7.75	=	$31,000.00
Subtotal Sycamore Street					:	**$51,320.00**
B. Eisenhower Street						
1. In Place Recycling of Exist. HMAC & Caliche	4,000	SY	@	$4.00	=	$16,000.00
2. Type F, Grade 3 Caliche	480	TONS	@	$9.00	=	$4,320.00
3. 1 1/2" HMAC	4,000	SY	@	$7.75	=	$31,000.00
Subtotal Eisenhower Street					:	**$51,320.00**
C. Bella Vista Street						
1. In Place Recycling of Exist. HMAC & Caliche	4,100	SY	@	$4.00	=	$16,400.00
2. Type F, Grade 3 Caliche	480	TONS	@	$9.00	=	$4,320.00
3. 1 1/2" HMAC	4,100	SY	@	$7.75	=	$31,775.00
4. Remove & Replace Exist. Curb & Gutter	50	LF	@	$18.00	=	$900.00
Subtotal Bella Vista Street					:	**$52,495.00**
D. Chicago Avenue						
1. 1 1/4" HMAC Overlay	1,900	SY	@	$7.00	=	$13,300.00
Subtotal Chicago Avenue					:	**$13,300.00**
Subtotal All Streets					:	**$168,435.00**
Engineering Fee					:	**$15,100.00**
Laboratory Testing					:	**$6,000.00**
Contingency (10%)					:	**$16,843.50**
Total					:	**$206,378.50**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 20th day of April 2010 by and between **City of Alton,** (hereinafter called the "Party") and **Javier Hinojosa Engineering.**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E., Owner** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements** Account(s) **5009-10-0311-5000-1000**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$ 15,100.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 20, 2010**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Javier Hinojosa, P.E., Owner

Firm Name: **Javier Hinojosa Engineering**

Address: **416 E. Dove Ave.**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **74-2865301**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Alton:

_____ _____
City Secretary Mayor Salvador Vela

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

AI-20785 **15.D.**

Fire Station equipment purchase - Mercedes

CC REGULAR

Date:	04/20/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Station Equipment (complete bunker gear sets) for the Mercedes Volunteer Fire Department through Hidalgo County's membership and participation with Buy Board, approved vendor Dooley Tackaberry (contract #284-08) in the amount of $5,322.30 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Fire Department City of Mercedes UCP Year 22 (2009) Fire Station Equipment funds will be utilized.

BACKGROUND

The Fire Station Equipment will be purchased to be utilized by the volunteer fire department. Dooley Tackaberry is an approved vendor through the Buy Board, Contract #284-08. Delivery is expected within 30 days from receipt of purchase order.

Vendor: Dooley Tackaberry
Purchase Amount: $5,322.30
Funds Available: $5,280.00 Year 22 (2009) Mercedes Fire Station Equipment funds.
$ 42.30 from Mercedes General Fund to UCP.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) City of Mercedes Fire Station Equipment funds for the purchase of equipment.

Attachments

Link: equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/14/2010 04:24 PM	APRV
2	Perla Lopez	Perla Lopez	04/15/2010 11:30 AM	APRV

3	Auditor's Office	04/16/2010 05:29 PM	NEW
Form Started By: Estella Webber		Started On: 04/14/2010 02:31 PM	
Final Approval Date: 04/16/2010			

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** David Johnson (email: davidj@dtihome.com)

PURCHASE #1 **Name:** Dooley Tackaberry **Contract No. :** 284-08 **Phone:** 713-427-3951 (Direct Line)

Quantity	Description of Items	Price per Unit	Total Amount
11	Wildland Brush Coats	1@113.25/10@96.25	1,075.75
11	Wildland Brushpants	1@106.60/10@101.25	1,119.10
11	Wildland Gloves	28.00	308.00
10	Wildland Boots	174.00	1,740.00
11	Goggles	35.40	389.40
11	Wildland Helmets	46.55	512.05
1	Shipping/Freight		178.00
		TOTAL:	5,322.30

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

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

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

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

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

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

Requested by: Olga Rosas **Date** 3/29/2010 **UCP Approval:** _____ **Date** 3/30/10

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 03/29/10
OUR REFERENCE:
919345
YOUR REFERENCE:
WILDLAND GEAR 2010
PAGE: 1 of 3
SLSM: 108

Ship to:
CITY OF MERCEDES
FIRE DEPARTMENT
323 SOUTH OHIO
MERCEDES, TX 78570

Bill to: 064905
CITY OF MERCEDES
FIRE DEPARTMENT
P.O. BOX 837
ATTN: BECKY PEMELTON
MERCEDES, TX 78570

Attention: CHIEF GARCIA

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
		CHANGE ATTN TO ON BILLING TO ACCOUNTS PAYABLE			
1	1	FYREPEL NO. BC10N-3XL BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ 3XL	113.25	EA	$113.25
2	3	FYREPEL NO. BC10N-L BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ LG	96.25	EA	$288.75
3	2	FYREPEL NO. BC10N-M BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ MED	96.25	EA	$192.50
4	5	FYREPEL NO. BC10N-XL BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ XL	96.25	EA	$481.25
5	1	FYREPEL NO. BP10N-2XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE 2XL	106.60	EA	$106.60
6	4	FYREPEL NO. BP10N-L BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE LARGE	101.25	EA	$405.00
7	3	FYREPEL NO. BP10N-XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW,	101.25	EA	$303.75

Terms: NET 30 DAYS CASH
Shipping Terms: FOB-DESTINATION
Prices Firm: 04/24/10
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
5,322.30	0.00	5,322.30

DOOLEY TACKABERRY

By _____
DAVID JOHNSON

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

CITY OF MERCEDES

DATE: 03/29/10
OUR REFERENCE:
919345
YOUR REFERENCE:
WILDLAND GEAR 2010
PAGE: 2 of 3

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
		SIZE XL			
8	2	FYREPEL NO. BP10N-M BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE MEDIUM	101.25	EA	$202.50
9	1	FYREPEL NO. BP10N-S BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE SMALL	101.25	EA	$101.25
10	3	SHELBY NO. 5002-L GLOVE, WILDLAND, PIGSKIN, TAN, WITH NOMEX WRISTLET, LARGE	28.00	PR	$84.00
11	3	SHELBY NO. 5002-M GLOVE, WILDLAND, PIGSKIN, TAN, WITH NOMEX WRISTLET, MEDIUM	28.00	PR	$84.00
12	5	SHELBY NO. 5002-XL GLOVE, WILDLAND, PIGSKIN, TAN, WITH NOMEX WRISTLET, X-LARGE	28.00	PR	$140.00
13	1	THOROGOOD HELL FIRE NO. 834-6373-10.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 10.5 MED	174.00	PR	$174.00
14	1	THOROGOOD HELL FIRE NO. 834-6373-10.5W BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 10.5 WIDE	174.00	PR	$174.00
15	1	THOROGOOD HELL FIRE NO. 834-6373-11M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 11 MEDIUM	174.00	PR	$174.00
16	1	THOROGOOD HELL FIRE NO. 834-6373-8.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 8.5 MEDIUM	174.00	PR	$174.00
17	1	THOROGOOD HELL FIRE NO. 834-6373-9.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 9.5 MEDIUM	174.00	PR	$174.00

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 03/29/10
OUR REFERENCE:
919345
YOUR REFERENCE:
WILDLAND GEAR 2010

CITY OF MERCEDES

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
18	1	THOROGOOD HELL FIRE NO. 834-6373-11.5W BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 11.5 WIDE	174.00	PR	$174.00
19	1	THOROGOOD HELL FIRE NO. 834-6373-6.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 6.5 MEDIUM	174.00	PR	$174.00
20	1	THOROGOOD HELL FIRE NO. 834-6373-7.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 7.5 MEDIUM	174.00	PR	$174.00
21	2	THOROGOOD HELL FIRE NO. 834-6373-9W BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 9 WIDE	174.00	PR	$348.00
22	11	EYE SAFETY SYSTEMS NO. ESS01GY3-WF GOGGLES, INNERZONE 3, FIRE, WRAPAROUND STRAP, VELCRO TABS	35.40	EA	$389.40
23	11	MORNING PRIDE NO. HT-WF-PLUS-YL HELMET, WILDLAND, FULL BRIM RATCHET SUSPENSION, YELLOW ** PRICING IS BASED ON GETTING THIS HELMET REGISTERED WITH TFG. INCLUDES YELLOW NOMEX EARLAPS.	46.55	EA	$512.05
24	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00
		OUTBOUND FREIGHT*			178.00

Current BuyBoard Vendors

Office Supplies & Equipment #328-09

Expires: 10/31/2012

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

Outdoor Street Lighting #302-08

Expires: 8/31/2011

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

Parks & Recreation & Field Lighting Products & Installation #269-07

Expires: 9/30/2010

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

Pipe Bursting Equipment #286-08

Expires: 3/31/2011

Earth Tool Company LLC	TT Technologies, Inc.	

Public Safety & Fire House Supplies & Eq. #284-08

Expires: 3/31/2011

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

Vendor Contract Information

Proposal Documents | Back

Vendor: Dooley Tackaberry, Inc.
Address: 1515 West 13th Street
Deer Park, TX 77536
Phone: (281) 479-9700
Contact: Bobby Tackaberry
Email: bobbyt@dtihome.com
Website: www.safetyfire.com
Federal ID: 1-74-0596427
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Eq. #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 60
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
DTI Quote 284-08
Regions Served: All Texas Regions
States Served: Arkansas, Louisiana, New Mexico, Oklahoma, Texas
Vendor Exceptions: Freight will be prepaid and added to invoice.
Return Policy: Restocking charges plus return freight per manufacturer's return policy. Custom items are not returnable.

[Log Out]

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Lupita V. Garcia

From: Olga Rosas [orosas@ci.mercedes.tx.us]
Sent: Monday, March 29, 2010 5:28 PM
To: Lupita Garcia
Subject: Price Proposal Form - Fire Department

Attachments: Price Proposal Form - Fire Dept..pdf



Price Proposal Form - Fire Dep...

Lupita;

Attached is the price proposal form for the purchase of the wildland gear for the Mercedes Fire Department. Please review and advise if vendor is listed on the approved vendor list if not please notify when it will be placed on the agenda for the County Commissioners Court. Thank you.

Olga Irene Rosas
Grants/Fixed Assets Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3114, Ext. 129
(956) 565-2209
orosas@ci.mercedes.tx.us

Fiscal year thru period ending 04/30/2010

50

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5009 50 0315 5000 5000						
FIRE STATION/EQUIPMENT	.00	.00	.00	5,280.00	5,280.00	.0%
Total Expenditure	.00	.00	.00	5,280.00	5,280.00	.0%

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08

Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	**Stage Curtains , Lighting & Stage / Stadium Sound Systems**	330-09
Dooley Tackaberry, Inc.	**Public Safety & Fire Supplies & Equipment**	284-08
Gunn Chevrolet	**Vehicles**	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies	505-A2

Texas Department of Criminal Justice	Name Plates Easels & Signs (engraved) up to 24"x48"	665-A2
	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals	251 600
	Software	568 890 1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 810 890
SHI Government Solutions, Inc.	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
✓ ***Business Interiors by Staples* The Hon Company**	**Special Use Furniture**	**6-71111060**
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
✓ ***Tire Centers, LLC* Michelin North America, Inc.**	**Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services**	**7-261010**
Tremco, Inc.	Facilities Maintenance & Management Bldg. &	603FAC010

	Bldg. Materials/Industrial Services & Supplies	6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	Communications Equipment & Services	RA01-08

***Denotes: New Vendor added for approval**

AI-20764 **15.E.**

City of Hidalgo -Purchase a Pierce 2010 Freightliner Tanker

CC REGULAR

Date:	04/20/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Luna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Hidalgo is requesting authority to purchase a Pierce 2010 Freightliner Tanker through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Siddons Fire Apparatus, Inc. (contract # 245-06) in the amount of $175,000.00 (quote attached hereto) to include fees and accessories as requested. City of Hidalgo UCP Year 22 (2009) Fire Station Equipment funds will be utilized.

BACKGROUND

The fire fighting unit will be purchased for use in the city limits of Hidalgo. Payment in the amount of $175,000.00, will include warranties, customer assistance, delivery and co-op fees. Delivery is expected within 7 to 8 months.

Vendor:	Siddons Fire Apparatus, Inc.	
Purchase Amount:	$175,000.00	
Funds Available:	$175,646.85	Year 22 (2009) Hidalgo Fire Station Equipment funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) City of Hidalgo Fire Station Equipment funds for the purchase of Freightliner Tanker.

Attachments

Link: City of Hidalgo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2010 02:56 PM	APRV
2	Perla Lopez	Perla Lopez	04/14/2010 09:36 AM	APRV

3	Auditor's Office	04/16/2010 05:29 PM	NEW
Form Started By: Hilda Bazan		Started On: 04/13/2010 11:05 AM	
Final Approval Date: 04/16/2010			

Siddons Fire Apparatus

12717 Beltex Dr Manor TX 78653
Tel 866 334-0737 Fax 281 219-2560
Fed ID 76-0572301 TX MVD Dealer P48884

PROPOSAL #1494

Wednesday April 7, 2010

Rolando Reyes
Hidalgo Fire Department
211 E Esperanza
HIDALGO TX 78557

Siddons Fire Apparatus, Inc. hereby proposes to furnish the following apparatus under its own power as described hereinafter to Hidalgo Fire Department, F.O.B. HIDALGO, TX, within 7-8 months from date of final drawing approval by the purchaser. Apparatus will be constructed by Pierce Manufacturing, Inc. in Bradenton, FL and meets the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution, except where amended by your specifications. Unit will comply with all specifications attached and made a part of this proposal.

Description	Price
(1) Pierce® 2010 2D Freightliner Tanker, DX Tanker, Alum Darley 500gpm, Side-Control, 3000 gal Poly, No Foam,	$173,500.00
OEM Loose Equipment	$0.00
BuyBoard Fee Contract #245-06	$1,500.00
Bid Bond not required. Performance Bond not required.	$0.00
Chassis payment COD Body payment COD	$0.00
Total Proposal Price	**$175,000.00**

The unit proposed is a stock truck and subject to purchase from anyone at any time by the first buyer. Availability of this unit is not guaranteed until the time of order. This proposal and price is valid and guaranteed for 30 days. Siddons is an authorized sales and service dealer for Pierce Mfg., an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories. Siddons Fire Apparatus provides the very best sole source product and service solutions to the fire service of Texas. The opportunity to place this Pierce apparatus in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Please sign and return one copy of the Contract For Fire Apparatus, included with this proposal as your acknowledgement of acceptance. Thank you!

Sincerely,

Jim Farrell
Siddons Fire Apparatus, Inc.

Monica Luna

From: Sonia Resendez [sresendez_cityofhidalgo@yahoo.com]
Sent: Friday, April 09, 2010 1:50 PM
To: Monica Luna
Subject: Fw: Fire Truck Bid
Attachments: HidalgoDX30002010.docfinal.doc

Monica,

Could you please place this for approval on the next commissioners court meeting.

Let me know if you have any questions.

Thanks.

Sonia Resendez
Internal Auditor
City of Hidalgo
704 E. Texano Dr.
Hidalgo, TX 78557
Tel. (956) 843-2287
Fax (956) 843-2317

--- On **Thu, 4/8/10, rolando reyes** ***<rreyes1902@yahoo.com>*** wrote:

> From: rolando reyes <rreyes1902@yahoo.com>
> Subject: Fire Truck Bid
> To: sresendez_cityofhidalgo@yahoo.com
> Date: Thursday, April 8, 2010, 2:42 PM

AI-20815 **16.A.**

Planning Department

CC REGULAR

Date:	04/20/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Discussion and Action to waive recording fees for the Amended Eyhorn Landfill Subdivision No. 1 and Amended Eyhorn Landfill Subdivision No. 2 being that it is County owned property.

BACKGROUND

Fiscal Impact

Attachments

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/15/2010 02:30 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2010 02:55 PM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW
Form Started By: Nora Cavazos			Started On: 04/15/2010 02:09 PM	
Final Approval Date: 04/16/2010				

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: **Hidalgo County Judge Rene Ramirez**
Hidalgo County Commissioner's Court

From: **Raul E. Sesin, P.E., C.F.M., Planning Administrator**

Date: **April 15, 2010**

Via: **E-mail**

Re: **Amended Eyhorn Landfill Subdivision No. 1**
Amended Eyhorn Landfill Subdivision No. 2

The Plat Engineer is requesting the recording fees for the above referenced subdivisions be waived being that it is County owned property. The total amount of the recording fees is $492.00.

If you should have any questions, please contact me at (956) 318-2840.

*** * * END OF MEMORANDUM * * ***

AI-20738 **17.A.**

2010 - Leasing - City of Granjeno

CC REGULAR

Date:	04/20/2010
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 Granjeno for their election to be held on May 8, 2010.

BACKGROUND

One (1) original 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: City of Granjeno - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2010 08:51 AM	APRV
2	Roland Garcia	Rolando Garcia	04/15/2010 09:42 AM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/12/2010 09:28 AM

Final Approval Date: 04/16/2010

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 GRANJENO, 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. Vicente Garza, Jr.
Mayor
6603 S. FM 494
Granjeno, TX 78572

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 01 **day of** April, **2010**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF GRANJENO
NAME OF LEASING ENTITY

BY: _____

PRINT: Vicente Garza Jr.

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Jennifer G. Constantino

TITLE: Administrative Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20790 **17.B.**

2010 - Full Contract - City of Palmhurst

CC REGULAR

Date:	04/20/2010
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 City of Palmhurst 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: City of Palmhurst - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/14/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:50 PM	APRV
3	Roland Garcia	Rolando Garcia	04/15/2010 11:12 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/14/2010 03:29 PM

Final Approval Date: 04/16/2010

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 the CITY OF PALMHURST, 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

Ms. Lori A. Lopez
City Manager
City of Palmhurst
4417 N. Shary Road
Palmhurst, TX 78573

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

CITY OF PALMHURST
NAME OF LEASING ENTITY

BY: Loni A. Lopez

PRINT: Loni A. Lopez

TITLE: City Manager

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Celina Perez

PRINT: Celina Perez

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-20749 **17.C.**

2010 - Full Contract - City of Progreso

CC REGULAR

Date:	04/20/2010
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 City of Progreso 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 and outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Progreso - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/14/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:48 PM	APRV
3	Roland Garcia	Rolando Garcia	04/15/2010 10:43 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/12/2010 02:31 PM

Final Approval Date: 04/16/2010

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 the CITY OF PROGRESO, 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. Alfredo Espinoza
City Manager
City of Progreso
P. O. Box 699
Progreso, TX 78579

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

CITY OF PROGRESO
NAME OF ENTITY

BY: Alfredo Espinosa

PRINT: Alfredo Espinosa

TITLE: city administrator

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Frank Alonso

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-20747 **17.D.**

2010 - Full Contract - City of Weslaco

CC REGULAR

Date:	04/20/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Full Contract Election Services between Hidalgo County and City of Weslaco 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 and outlined in the caption (reimbursement basis to Elections Department)

Attachments

Link: City of Weslaco - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/14/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:47 PM	APRV
3	Roland Garcia	Rolando Garcia	04/15/2010 10:36 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/12/2010 02:23 PM

Final Approval Date: 04/16/2010

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 the CITY OF WESLACO, 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

Entity's Address below:

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 9th **day of** April, **2010**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF WESLACO
NAME OF ENTITY

BY: Buddy de la Rosa, R. Ph.

PRINT: Buddy de la Rosa, R. Ph.

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Amanda C. Elizondo

PRINT: Amanda C. Elizondo

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

APPROVED AS TO FORM:

BY: Ramon Vela
RAMON VELA, CITY ATTORNEY

AI-20740 **17.E.**

2010 - Full Contract - Agua Special Utility District

CC REGULAR

Date:	04/20/2010
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 Agua Special Utility 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 and outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Agua Special Utility District

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/14/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:47 PM	APRV
3	Roland Garcia	Rolando Garcia	04/15/2010 10:25 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/12/2010 09:48 AM

Final Approval Date: 04/16/2010

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 AGUA SPECIAL UTILITY 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) Provide such incidental related services as may be necessary to effect the election;

(O) Serve as the Early Voting Clerk; and

(P) 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) Prepare U.S. Department of Justice pre-clearance for the election;

(C) 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;

(D) 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;

(E) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(F) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(G) 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.

(H) 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;

(I) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) 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. Efren Garza
Board President
Agua Special Utility District
P. O. Box 4379
Mission, TX 78573

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

AGUA SPECIAL UTILITY DISTRICT
NAME OF ENTITY

BY: _____

PRINT: Efrén Garza

TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Eloy David Gonzalez

TITLE: Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20739 **17.F.**

2010 - Full Contract - Progreso ISD

CC REGULAR

Date:	04/20/2010
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 Progreso ISD for their election to be held on May 8, 2010.

BACKGROUND

One (1) original 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: Progreso ISD - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/14/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:46 PM	APRV
3	Roland Garcia	Rolando Garcia	04/15/2010 10:21 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Sandra Aguirre Started On: 04/12/2010 09:43 AM

Final Approval Date: 04/16/2010

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 PROGRESO ISD, 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.

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 8, 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 8, 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 each 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. Jose G. Vela
School Board President
P. O. Box 610
Progreso, TX 78579

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 31st **day of** March **, 2010**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

PROGRESO ISD
NAME OF LEASING ENTITY

BY: _____
PRINT: Jose G. Vela Jr.
TITLE: President, Board of Trustees

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____
PRINT: Juan Ramos
TITLE: Secretary, Board of Trustees

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20753 **18.A.**

Re-appointment of Housing Authority Board Member
CC REGULAR

Date:	04/20/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mingo Villarreal - Pct. 3
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Approval of re-appointment of board member to the Housing Authority Board

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2010 08:57 AM	APRV
2	Auditor's Office	Linda Fong	04/16/2010 02:39 PM	APRV
3	Purchasing Department		04/16/2010 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 04/12/2010 03:43 PM	
Final Approval Date: 04/16/2010				

AI-20783 **19.A.**

Resolution Supporting Edinburg Downtown Revitalization
CC REGULAR

Date:	04/20/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #4

Information

CAPTION

1. Presentation regarding City of Edinburg's Downtown Revitalization Plan.

2. Approval of Resolution in support of City of Edinburg's Downtown Revitalization Plan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: Resolution Draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/14/2010 02:08 PM	APRV
2	Roland Garcia	Rolando Garcia	04/15/2010 11:19 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2010 02:40 PM	APRV
4	Purchasing Department		04/16/2010 05:29 PM	NEW

Form Started By: Erika Reyna — Started On: 04/14/2010 02:01 PM

Final Approval Date: 04/16/2010

Resolution Endorsing the City of Edinburg
Downtown Master Plan

Whereas, the City of Edinburg desires to improve the Town Square, (a.k.a. Courthouse Square) specific districts between the Town Square, City Hall and the University of Texas-Pan American; and

Whereas, the City of Edinburg has engaged the professional planning services of Broaddus Planning Associates to prepare a downtown master plan; and

Whereas, the City of Edinburg has created a steering committee consisting of stakeholders from Hidalgo County, Edinburg Consolidated Independent School District, the University of Texas-Pan American, the Edinburg Chamber of Commerce, the Museum of South Texas History and business owners within the Town Square; and

Whereas, the City of Edinburg has conducted community surveys, held community forums and met with representatives of each stakeholder to inform and to gather input for the downtown master plan; and

Whereas, the results of the community survey and forums indicate the community's desire for Arts, Cultural, and Entertainment Districts within the Downtown Master Plan study area; and

Whereas, the Downtown Master Plan provides for some innovative ideas and activities for future redevelopment of the districts proposed in the Downtown Master Plan study area; and

Whereas, the Edinburg City Council has expressed a desire to undertake the recommendations of the Downtown Master Plan; and

Whereas, the Hidalgo County Commissioners Court considers the Edinburg Downtown Master Plan to be a very important document for future redevelopment of the proposed districts Downtown Master Plan study area; and

NOW THEREFORE: The Hidalgo County Commissioners Court whole-heartily endorses the City of Edinburg's Downtown Master Plan and its efforts to improve the City's Town Square, (a.k.a. Courthouse Square) specific districts between the Town Square, City Hall and the University of Texas-Pan American.

AI-20765 **20.A.1.**

Constable Pct. 5 LEOSE - 2010 Appropriation of funds
CC REGULAR

Date:	04/20/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 5
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Constable Pct. #5 LEOSE (1220):
a. Approval of certification of revenues, as certified by the County Auditor for the 2010 LEOSE (Peace Officer allocation) funds award received from the Texas Comptroller of Public Accounts office.
b. Approval of 2010 appropriation of funds for the Constable Precinct 5 - LEOSE (1220) and 2009 LEOSE interest earned in the amount of $2,856.86.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-295-002-0-XXX

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: Constable Pct. 5 LEOSE appropriation
Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/13/2010 01:51 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/16/2010 09:20 AM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Rosie Cantu Started On: 04/13/2010 11:41 AM

Final Approval Date: 04/16/2010

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
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Constable Precinct 5 LEOSE

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.

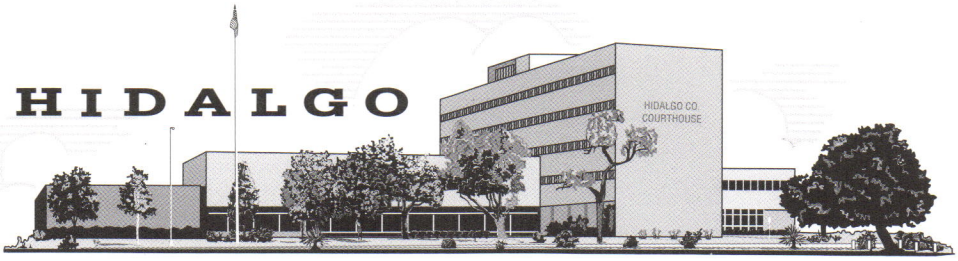
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 14, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of funds from the Texas Comptroller of Public Accounts. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$2,855.87	Constable Pct. 5 LEOSE Annual Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4-14-10
Date

APR 14 2010
10 2:00pm

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-20825 **20.A.2.**

2010 BA for Pct#4 - Drainage Improvement Project (1339)

CC REGULAR

Date:	04/20/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

C.O. 2009 Series - Pct. #4 Drainage Improvement Project (1339):
Approval of 2010 appropriation of funds for Pct. #4 Drainage Improvement Project in the total amount of $125,674.98.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-124-049-0-733

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

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of $125,674.98; funding available in fund balance (1339) as of 4-16-10.

Attachments

Link: BA - 1339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/16/2010 01:09 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2010 02:05 PM	APRV
3	Auditor's Office		04/16/2010 05:29 PM	NEW
Form Started By: Manuel Chapa			Started On: 04/16/2010 10:35 AM	
Final Approval Date: 04/16/2010				

DATE: April 16, 2010

AI# 20825

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct#4
Drainage Improvement Project - (1339)

ACCOUNT NUMBER: 0-1339-431-00-124-049-0-733

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1339-431-00-124-049-0-733	CO2009-PCT4 NORTH BRANCH DRAIN-DRAINAGE	125,674.98
	TOTAL BUDGET INCREASE (DECREASE)	$ 125,674.98

REASON: Appropriation of funds to cover WA#5 C-08-477-12-09 AI#20799 4-20-10.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20801 **21.A.4.**

Bid Award -Doors and Frames for Old Administration 3rd Floor Renovations CC REGULAR

Date: 04/20/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid to sole bidder (Veltex Insulation Co.) meeting all specifications for: Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" as reviewed by Facilities Management Department-RFB No.: 2010-020A-03-10-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funding as of 04/15/10. rc
CO, 2006 -Adm Bldg -100 E Cano-Bldg Add&Ren

Attachments

Link: Tab Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/15/2010 11:21 AM	APRV
2	Budget & Management	Erika Zamora	04/15/2010 11:28 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/15/2010 04:31 PM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Moises Salazar Started On: 04/14/2010 04:54 PM

Final Approval Date: 04/16/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: March 10, 2010 **EXTENSION OF BID OPENING TILL:** **March 24, 2010**	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Door and Frames for Old Administration Building 3rd Floor"

BID No: 2010-020A-03-10-MSS	**BUYER: Moises Salazar**

	NAME OF COMPANY	TOTAL BID PRICE	Addendum No. 1
1	Veltex Insulation Co.	$39,940.00	Yes
2			
3			
4			
5			
6			
7			
8			

AI-20769 **21.A.5.**

Professional Engineering Services-S&B Infrastructure, Ltd.

CC REGULAR

Date:	04/20/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of final contract document with "S&B Infrastructure, Ltd." (authorized for negotiations by CC on 03/30/) for the provision of Professional Engineering Services for the "Raymondville Drain Project-County Wide" based on a one-time project specific with no work authorizations.

BACKGROUND

Draft agreement will be provided prior to printing of agendas on Monday. If received prior to that, it will be attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-078-0-XXX

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

BUDGETARY IMPACT:

Refer to AI#20840 & 20842
Pending approval of transfers

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2010 01:39 PM	APRV
2	Budget & Management	Erika Zamora	04/16/2010 01:57 PM	APRV
3	Rosalinda Cantu		04/16/2010 05:29 PM	PEND

Form Started By: Vangie Garcia — Started On: 04/14/2010 08:56 AM

Final Approval Date: 04/16/2010

AI-20566 **20.G.2.**

Raymondville Drain-Professional Engineering Services

CC REGULAR

Date:	03/30/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Hidalgo County's Raymondville Drain Project ;

1st._____;2nd._____;3rd._____

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of engineering services for Hidalgo County's Raymondville Drain Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-078-0-XXX

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

BUDGETARY IMPACT:

Funding will be appropriated from C.O.'s series 2009 BC upon conract award date.

Attachments

Link: Email- DD #1

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/26/2010 01:23 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 01:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 03:16 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos Started On: 03/25/2010 03:59 PM

Final Approval Date: 03/26/2010

AI-20741 **21.A.6.**

Abandoned & Unclaimed items from Sheriff's Dept. List #33

CC REGULAR

Date:	04/20/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Lisa Vela
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approve to auction Abandoned and Unclaimed items as detailed on the A&U list #33. As set forth under Texas Local Government Code, 263.152.(a)(1) as detailed on Exhibit "A" attached hereto.

BACKGROUND

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:

Available Balance as of 4-12-2010 $44,075.25

Attachments

Link: A&U List #33

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/14/2010 02:44 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 02:48 PM	APRV
3	Erika Zamora	Erika Zamora	04/16/2010 09:44 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Lisa Vela Started On: 04/12/2010 10:12 AM

Final Approval Date: 04/16/2010

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION # 33

PURSUANT TO ARTICLE 18/17 . T.C.C.P.. THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW, THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 TO 5:00 P.M. AT (956) 383-8114

AU33-001	BOLT CUTTERS	08-00654
AU33-002	HACKSAW	08-09997
AU33-003	PLAYERS	
AU33-004	MICKEY MOUSE BAG W-PLAYSTATION SYS	
AU33-005	4-CD'S	
AU33-006	FLASHLIGHT	
AU33-007	TIRE TOOL	
AU33-008	FLASHLIGHT	
AU33-009	HEADPHONES	
AU33-010	BOLT CUTTERS	
AU33-011	TIRE CROSS	
AU33-012	CROWBAR	
AU33-013	HAMMER	
AU33-014	HAMMER	
AU33-015	PIONEER CAR STEREO	06-34803
AU33-016	SANYO CD PALYER	06-34803
AU33-017	RAMPAGE CAR STEREO	
AU33-018	PHASE CD PALYER	
AU33-019	JENSEN CAR STEREO	
AU33-020	CAR CD PALYER / STEREO	
AU33-021	PIONEER CAR STEREO	09-48731
AU33-022	DIGITAL CAMERA	
AU33-023	BLACK & DECKER DRILL	
AU33-024	PLAYERS	06-30728
AU33-025	MICRO VISION MONITOR	
AU33-026	TIRE TOOL CROSS	07-20678
AU33-027	HAMMER	07-07003
AU33-028	CROWBAR	07-25844
AU33-029	HAMMER	
AU33-030	REMINGTON CHAINSAW	
AU33-031	LANZER VIBE AMPLIFIER	
AU33-032	COOLING SYSTEM PRESSURE TESTER	
AU33-033	ALPINE CAR STEREO	
AU33-034	REMINGTON CASE	09-04078
AU33-035	SPEAKERS	08-43421

AU33-036	BLACK BOX 15" SPEAKERS/AMPLIFIERS	09-03028
AU33-037	SONY SPEAKER X2	09-03028
AU33-038	PROPANE TANK (WHITE)	08-37999
AU33-039	CD CASE W/CD'S, AUCTION #32 ITEM # 97	
AU33-040	CD CASE W/CD'S, AUCTION #32 ITEM # 91	
AU33-041	COMPUTER	09-03028
AU33-042	RED COOLER	
AU33-043	GPX DVD PALYER	09-03028
AU33-044	SONY DISC DECK HOME STEREO	
AU33-045	CD CASE, AUCTION # 32, ITEM # 94	
AU33-046	PHILIPS DVD PLAYER	08-39990
AU33-047	TOSHIBA VHS/DVD COMBO	08-37999
AU33-048	ALUMINUM TOOL BOX W/ TOOLS	08-37999
AU33-049	SAMSUNG MICROWAVE	08-37999
AU33-050	SYMPHONIC TV	09-03028
AU33-051	STEREO	08-4446+5
AU33-052	SPEAKER, AUCTION# 30 ITEM # 114	
AU33-053	PIONEER TV 32"	
AU33-054	LG 42" TV	08-37999
AU33-055	CRAFTSMAN AIR COMPRESSOR	
AU33-056	ILO 32" TV	08-37999
AU33-057	ADMIRAL 19" TV	08-37999
AU33-058	PHILIPS TV	08-37999
AU33-059	HP MONITOR	08-44465
AU33-060	D. TV	08-37999
AU33-061	HP KEYBOARD W/MOUSE	09-03029
AU33-062	LG MONITOR	09-03028
AU33-063	CON AIR HAIR TRIMMER	
AU33-064	BLANKET	
AU33-065	HP COMPUTER TOWER	08-44465
AU33-066	CD CASE W/CD'S AUCTION # 32 ITEM 126	
AU33-067	MAGNOVOX DVD PLAYER	
AU33-068	HP DESK JET PRINTER	08-44465
AU33-069	CYBER HOME DVD PLAYER	08-37999
AU33-070	APEX DVD PLAYER	08-37999
AU33-071	BLACK SOCKET SET	09-30708
AU33-072	SATELITE MUSIC RECEIVER	
AU33-073	HP KEYBOARD W/MOUSE	08-44465
AU33-074	PLAYSTATION 2 SYSTEM	08-37999
AU33-075	COMPUTER SPEAKERS	08-344465
AU33-076	SHARP TELEPHONE	
AU33-077	SPEAKER	09-48734
AU33-078	MAGNOVOX CD PLAYER AUCTION # 32 ITEM# 354	
AU33-079	BAJA GIRLS BIKE	08-24272
AU33-080	MURRAY BIKE	
AU33-081	MURRAY PURPLE BIKE	
AU33-082	SPEAKER BOX W/ SPEAKERS	
AU33-083	EMERSON TV	09-27068
AU33-084	RED AIR COMPRESSOR	
AU33-085	RED SHOP VAC. AUCTION # 29 ITEM # 184	
AU33-086	ROBOLT BOX W/ TOOLS	09-22068
AU33-087	ORION TV, AUCTION # 32 ITEM # 115	

AU33-088	HAMMER	
AU33-089	BOLT CUTTERS ORANGE	09-44784
AU33-090	BOLT CUTTERS RED	09-44784
AU33-091	EMERSON TV	09-27068
AU33-092	BATTERY CHARGER	09-45769
AU33-093	BATTERY CHARGER	09-45762
AU33-094	HACKSAW	09-44784
AU33-095	FLOOR JACK	06-14128
AU33-096	LINCOLN WELDER	
AU33-097	MAGNAOVOX TV	09-22066
AU33-098	AC WINDOW UNIT	
AU33-099	GOODMAN AC UNIT	08-45505
AU33-100	SET 4-RIMS W/ TIRES	08-45505
AU33-101	SET 4-RIMS W/ TIRES (LOWRIDER)	08-45505
AU33-102	42 INCH FLATSCREEN LG TV	08-45505
AU33-103	TV/VCR COMBO GRAY	05-16316
AU33-104	INGIGNIA FLATSCREEN MONITOR	
AU33-105	SHARP FLATSCREEN MONITOR	
AU33-106	SONY STEREO	10-03884
AU33-107	DIGITAL CONVERTER BOX (MAGNOVOX)	10-03884
AU33-108	RIM W/ TIRE	10-01853
AU33-109	PROPANE TANK	10-03884
AU33-110	MITER SAW	10-01275
AU33-111	SAMSUNG FLATSCREEN	
AU33-112	32" FLATSCREEN RCA	09-45649
AU33-113	DELL MONITOR	05-20141
AU33-114	DELL PRINTER	05-20141
AU33-115	LEXMARK PRINTER	05-20141
AU33-116	DELL KEYBOARD	05-20141
AU33-117	MOTOROLA MODEM	05-20141
AU33-118	P-TOUCH LABELING SYSTEM	05-20141
AU33-119	COMPACT LABTOP	05-20141
AU33-120	TOSHIBA LAPTOP	05-20141
AU33-121	INSPIRON DELL LAPTOP	10-01853
AU33-122	3-PSP'S W/ 6 GAMES	10-01853
AU33-123	3-CAMERA DIGITAL	10-01853
AU33-124	4-PLAYSTATION GAMES	10-01853
AU33-125	2-MP3 PALYERS 6-IPODS	10-01853
AU33-126	TOM TOM GPS SYSTEM	10-01853
AU33-127	4- NINTENDO DS'S	10-01853
AU33-128	SONY MP3 PLAYER	10-01853
AU33-129	9 DS GAMES	10-01853
AU33-130	DELL COMPUTER	05-20141
AU33-131	MITSUBISHI 72" TV	10-01853
AU33-132	RCA FLATSCREEN	10-01853
AU33-133	SONY DVD PLAYER	10-01853
AU33-134	X-PLOD SPEAKERS	10-01853
AU33-135	1-RIM	10-01853
AU33-136	DEWALT MITER SAW	10-01853
AU33-137	BATTERY CHARGER	10-01853
AU33-138	FLATSCREEN MONITOR	10-01853
AU33-139	GRINDER/ DRILL W/CASE	10-01853

AU33-140	FLOOR JACK	10-01853
AU33-141	DRILL	10-01853
AU33-142	DB INK	10-01853
AU33-143	CD PLAYER	10-01853
AU33-144	TABLE SAW	10-01853
AU33-145	TV RECEIVER	10-01853
AU33-146	LAMP FIXTURE	06-29820
AU33-147	RED RIDGE BIKE	10-02184
AU33-148	METRO THREE BIKE	10-02184
AU33-149	OZONE RED BIKE	10-02184
AU33-150	RALEIGH BIKE	10-02184
AU33-151	SKY RIDE BIKE	10-02184
AU33-152	BLACK & DECKER SABER SAW	10-02184
AU33-153	JET PRINTER	05-20141
AU33-154	DIGITAL PICTURE	10-01853
AU33-155	GENERATER	10-01853
AU33-156	TWO RIMS W/ TIRES	10-01853
AU33-157	19" TV GRAY RCA	07-29414
AU33-158	HP LAPTOP	08-37999
AU33-159	GREEN LADDER	
AU33-160	EPSON PRINTER	10-00497
AU33-161	LG FLATSCREEN	
AU33-162	SANYO TV	
AU33-163	BLACK & BROWN GUITAR	
AU33-164	JENSEN STEREO	07-44786
AU33-165	TRIUMPH PAINTBALL GUN	08-03225
AU33-166	2-VHS MOVIES	06-05670
AU33-167	PRUNING SHEARS	06-26398
AU33-168	JWIN DVD PLAYER	07-13068
AU33-169	SONY CAR STEREO	07-01425
AU33-170	JVC CAR STEREO	09-15645
AU33-171	PRUNING SHEARS	06-12544
AU33-172	CD WALLET W/ CD'S	06-42957
AU33-173	AIR TOOL SET W/CASE	06-43020
AU33-174	2-20 PIECE FLATWARE	04-23086
AU33-175	BLACK BAG W/CANNON CAMERA	08-48038
AU33-176	2-DVD'S 1-PLAYSTATION GAME	09-01362
AU33-177	HOMELITE WEEDEATER	07-45565
AU33-178	FEATHERLITE WEEDEATER	08-37273
AU33-179	FEATHRLITE WEEDEATER	09-39764
AU33-180	GREEN WEEDEATER	09-07695
AU33-181	SILVER & RED FLOORJACK	08-49612
AU33-182	MVP 2-TON FLOORJACK	08-49612
AU33-183	TIRE CROSS	
AU33-184	ECHO WEEDEATER	09-44109
AU33-185	SCOTT VCR	07-23662
AU33-186	GRAY ELECTRICAL DRILL	07-23662
AU33-187	BOX FAN	07-27548/07-27531
AU33-188	BLACK & DECKER CIRCULAR DRILL	07-23662
AU33-189	REMOTE/ELECTRICAL CORD	07-27548/07-27531
AU33-190	AIR RIFLE	06-13932
AU33-191	BLACK BAG	06-23432

AU33-192	JENSEN CAR STEREO	08-38802
AU33-193	BLACK & DECKER TOOL SET	08-20620
AU33-194	BLACK BOOTS	08-45600
AU33-195	DUO FAST NAIL GUN	
AU33-196	2-CAR STEREOS / CD CASE/ CAR PANEL	07-18954
AU33-197	NINTENDO 64 SYSTEM	07-34879
AU33-198	YELLOW BOLT CUTTERS	07-26405
AU33-199	CONAIR HAIR STRIGHTER	07-07649
AU33-200	REMOTE CONTROL CAR	09-01362
AU33-201	TAIL LIGHT	09-12679
AU33-202	SUPERMAN DVD'S	06-41483
AU33-203	BOSTITCH AIR COMPRESSOR	09-51355
AU33-204	VENTURE DVD PALYER	09-51355
AU33-205	TOOL BOX W/TOOLS	09-51355
AU33-206	TOSHIBA LAPTOP	10-01853
AU33-207	DELL LAPTOP W/ CASE	10-01853
AU33-208	2-HAMMERS	10-08591
AU33-209	DENT PULLER	10-08591
AU33-210	DELL LAPTOP	10-01853
AU33-211	ORANGE TOOL BOX W/TOOLS	10-01853
AU33-212	FOOTBALL SHOULDER PADS	09-51355
AU33-213	BAG W/COMFORTER	
AU33-214	LAMP POST	08-45505
AU33-215	ROCKFORD AIR WRENCH	10-01853
AU33-216	BLACK & DECKER DRILL	10-01853
AU33-217	EXTENSION CORD	
AU33-218	TITANIUM SAW BLADE	10-08591
AU33-219	TROY BILT GENERATOR	10-08591
AU33-220	RYOBI WEEDEATER	09-48133
AU33-221	HOSE	10-01853
AU33-222	MAC CHAINSAW	10-01853
AU33-223	BLOWER ACCESSORIES	10-01853
AU33-224	A/C WINDOW UNIT	09-44057
AU33-225	GRAY DRILL	
AU33-226	BATTERY BOOSTER	10-08591
AU33-227	COBRA RADAR DETECTOR	10-08591
AU33-228	DB DRIVE SPEAKER	10-08591
AU33-229	BAG ASSORTED TOOLS	09-51355
AU33-230	SONY CAR STEREO	03-05806
AU33-231	RED CEMENT MIXER	09-40678
AU33-232	A/C UNIT	09-40678
AU33-233	A/C UNIT	09-40678
AU33-234	EMQLO AIR COMPRESSOR	09-40678
AU33-235	CRAFTSMAN RADICAL SAW	09-40678
AU33-236	RIDGID TABLE SAW	09-40678
AU33-237	QWESTAR CAR STEREO	09-40678
AU33-238	2-COBY SPEAKERS	09-40678
AU33-239	TECUMSEH AUGER	09-40678
AU33-240	LEXMARK PRINTER	09-40678
AU33-241	EMACHINES MONITOR	09-40678
AU33-242	GUITAR	09-40678
AU33-243	ZENITH TV	09-40678

AU33-244	ZENITH 27"TV	09-40678
AU33-245	MEMOREX DVD PLAYER	09-40678
AU33-246	DISH NETWORK RECEIVER	09-40678
AU33-247	EMERSON VHS PLAYER	09-40678
AU33-248	XBOX SYSTEM	09-40978
AU33-249	DISH NETWORK RECEIVER	09-40978
AU33-250	EMERSON STEREO	09-40678
AU33-251	DURABRAND DVD PLAYER	09-40678
AU33-252	SYMPHONIC DVD/ VHS COMBO	09-40678
AU33-253	COBALT PAINTGUN	09-40678
AU33-254	JVC CAR STEREO	09-40678
AU33-255	MAGNOVOX 13" TV	09-40678
AU33-256	DURABRAND 20" TV	09-40678
AU33-257	3 IN 1 SERVICE KIT W / CASE	09-40678
AU33-258	BLACK VHS PLAYER	09-40678
AU33-259	DURABRAND SURROUND SOUND SYSTEM	09-40678
AU33-260	CRAFTSMAN RECIPROCATING SAW	09-40678
AU33-261	MAGNOVOX RECEIVER	09-40678
AU33-262	PRO 500 MIXER	09-40678
AU33-263	RED DRILL BIT SET	09-40678
AU33-264	EMERSON CD PALYER	09-40678
AU33-265	COBY CD SYSTEM	09-40678
AU33-266	RED GAS CAN	09-40678
AU33-267	HOME STEREO DURABRAND	09-40678
AU33-268	CD PLAYER	09-40678
AU33-269	WELDING RODS	09-40678
AU33-270	BELT SANDER	09-40678
AU33-271	MILWAKEE PROTABLE RADIO	09-40678
AU33-272	RED LAWNMOWER	09-40678
AU33-273	PHILIPS PORTABLE RADIO	09-40678
AU33-274	EMACHINES KEYBAORD	09-40678
AU33-275	CENTRY SAFE	09-40678
AU33-276	TILE SAW	09-40678
AU33-277	BLUE MICHELLER FLOOR JACK	09-40678
AU33-278	RED/GRAY TOOL BOX	09-40678
AU33-279	CRAFTSMAN WEEDEATER	09-40678
AU33-280	SONY RECEIVER	09-40678
AU33-281	BLACK & DECKER JIG SAW	09-40678
AU33-282	GRAY AIR COMPRESSOR CAMPBELL	09-40678
AU33-283	PHILIPS STEREO	09-40678
AU33-284	YELLOW VACCUM	09-40678
AU33-285	RED LAWNMOWER BRIGGS & STRATON	09-40678
AU33-286	(3) SMALL TIRES	09-40678
AU33-287	YELLOW COMPRESSOR	09-40678
AU33-288	SPRAYER SYSTEM	09-40678
AU33-289	FLOOR JACK RED	09-40678
AU33-290	RED TOOL BOX W/ TOOLS	09-40678
AU33-291	YELLOW LADDER	09-40678
AU33-292	BEIGE LADDER	09-40678
AU33-293	SPOTLIGHT	09-40678
AU33-294	MAKITA PALM SANDER	09-40678
AU33-295	MICRO METER W/ CASE	09-40678

AU33-296	HONDA PRESSURE WASHER	09-40678
AU33-297	COMPRESSOR	09-40678
AU33-298	TORBLOWER	09-40678
AU33-299	RED CREEPER	09-40678
AU33-300	GREEN LADDER	09-40678
AU33-301	MAKITA GREEN BOX	09-40678
AU33-302	MILWAKEE SAW W/ CASE	09-40678
AU33-303	DRILL PRESS	09-40678
AU33-304	RYOBI MITER SAW	09-40678
AU33-305	PORTABLE SAW CRAFTSMAN	08-26725
AU33-306	DRILL BIT SET GMC	
AU33-307	BLOWER	09-40678
AU33-308	JVC CAR STEREO	09-40678
AU33-309	BLACK MAX COMPRESSOR	09-40678
AU33-310	SANCO NAIL GUN	09-40678
AU33-311	PRESSURE WASHER HUSKEY	09-40678
AU33-312	VACCUM BRISSEL	09-40678
AU3--313	MITER SAW	09-40678
AU33-314	RED DOLLY	09-40678
AU33-315	RED AIR COMPRESSOR	09-40678
AU33-316	BATTERY CHARGER	09-40678
AU33-317	RYOBI WEEDEATER	09-40678
AU33-318	CRAFTSMAN WEEDEATER	09-40678
AU33-319	MILWAKEE CASE	09-40678
AU33-320	MAKITA SAW W/ CASE	09-40678
AU33-321	YELLOW AIR COMPRESSOR	09-40678
AU33-322	MAKITA EMPTY BOX	09-40678
AU33-323	GREEN CART	09-40678
AU33-324	HITACHI EMPTY BOX	09-40678
AU33-325	WEEDEATER GREEN	09-40678
AU33-326	LOAD HANDLER	09-40678
AU33-327	PRESSURE WASHER	09-40678
AU33-328	BELT WASHER PORTER CABLE	09-40678
AU33-329	SAW	09-40678
AU33-330	DEWALT EMPTY CASE	09-40678
AU33-331	BLACK OIL PAN	09-40678
AU33-332	FLOOR JACK	09-40678
AU33-333	POWERMATE GENERATOR	09-40678
AU33-334	BLACK & YELLOW GENERATOR	09-40678
AU33-335	DEWALT EMPTY CASE	09-40678
AU33-336	BACK & DECKER DRILL BIT SET	09-40678
AU33-337	BLUE LADDER	09-40678
AU33-338	DELTA MITER SAW	09-40678
AU33-339	RYOBI WEEDEATER	09-40678
AU33-340	HOMELITE WEEDEATER	09-40678
AU33-341	HITACHI MITER SAW	09-40678
AU33-342	GREEN TOOL BOX	
AU33-343	WELDING HELMET	
AU33-344	RED LADDER	
AU33-345	ORANGE NEXT BIKE	
AU33-346	EMERSON TV	
AU33-347	BLACK AIR COMPRESSOR	

AU33-348	GPX DVD PALYER	
AU33-349	MITER SAW	
AU33-350	NEXT BIKE	
AU33-351	CD CASE W/ CD"S	
AU33-352	BROWN BAG W/ TOOLS	09-48261
AU33-353	BLACK TOOL BOX W/ TOOLS	
AU33-354	HOMLITE CHAIN SAW	09-40861
AU33-355	QUADSAR PURPLE BIKE	
AU33-356	JOHN DEERE RIDING LAWNMOWER	09-42980

AI-20722 **21.B.1.**

Payment Application No.4 for D. Wilson Construction Co. for New Administration Offices for Pct2 & Other County Offices

CC REGULAR

Date: 04/20/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval of Request for Payment-Application No.4 in the amount of $628,545.65 from D. Wilson Construction Co., #C-09-037C-11-17, awarded contractor for the, "New Administration Offices for Hidalgo County Pct.#2 and Other County Offices," and as certified for payment by project architect, VA Architecture.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1334-4XXX-XX-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #636479 has $4,367,773.00 available balance as of 04/16/2010.

0-1334-431-00-122-021-0-720 Pct2 - $752,102.00
0-1334-431-00-122-021-0-739 Pct2 - $252,598.00

0-1334-441-00-122-041-0-720 WIC/HHS - $1,007,886.00
0-1334-441-00-122-041-0-739 WIC/HHS - $ 252,599.00

0-1332-415-15-122-042-0-720 Tax Office - $600,830.50
0-1334-415-15-122-042-0-720 Tax Office - $132,451.50
0-1334-415-15-122-042-0-739 Tax Office - $252,599.00

0-1336-412-00-122-043-0-720 JP/Const - $864,109.00
0-1336-412-00-122-043-0-739 JP/Const - $252,598.00

Attachments

Link: Payment Request No.4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/14/2010 02:44 PM	APRV

2	Budget & Management	Erika Zamora	04/14/2010 02:47 PM	APRV
3	Roland Garcia	Rolando Garcia	04/16/2010 10:48 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/08/2010 07:04 PM

Final Approval Date: 04/16/2010

A.

Review and Approval by Hidalgo County Precinct No. 2
of Contractor's Application and Certificate for Payment

Project:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Purchase Order #: Contract #	636479 C-09-037C-11-17
Application and Certificate for Payment	#4 (Four)
Submitted by:	D. Wilson Construction Co.
For Period to:	03/31/10
In the amount of:	$628,545.65

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

See Attached Account List

Date:

INVOICE RECEIVED BY: _____ ON 4/6/2010
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 3/31/2010

Application for Payment #4

New Precinct #2 Administration (BUILDING A)

636479

0-1334-431-00-122-021-0-720 $134,414.00
0-1334-431-00-122-021-0-739 $32,066.00
Req. #170077

Health Clinic & **WIC Clinic (BUILDING B&C)**

636479

0-1334-441-00-122-041-0-720 $166,433.00
0-1334-441-00-122-041-0-739 $32,067.00
Req. #170077

Tax Assessor Office (BUILDING D)

636479

0-1332-415-15-122-042-0-720 $00,000.00
0-1332-415-15-122-042-0-739 $00,000.00
0-1334-415-15-122-042-0-720 $129,765.00
0-1334-415-15-122-042-0-739 $32,067.00
Req. #170077

Justice of the Peace Office (BUILDING E)

636479

0-1336-412-00-122-043-0-720 $149,185.00
0-1336-412-00-122-043-0-739 $32,065.00
Req. #170077

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
County of Hidalgo
P.O. Box 1356
Edinburg, TX 78539

PROJECT:
Contract #2009-037C-11-17-0TM
New Administrative Offices for
Hidalgo County Pct. 2-Pharr, TX

APPLICATION NO: Four (4)
PERIOD TO: March 31, 2010
CONTRACT FOR: General Construction
CONTRACT DATE: November 3, 2009
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA ARCHITECT:
VA Architecture
2029 Industrial Dr.
McAllen, TX 78504

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$ 5,075,000.00
2. Net change by Change Orders	$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 5,075,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 1,368,854.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	$ 66,501.95
b. 5 % of Stored Material (Column F on G703)	$ 1,940.75
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ 68,442.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ 1,300,411.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$ 671,865.65
8. CURRENT PAYMENT DUE	$ 628,545.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 3,774,588.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ –	$ –
Total approved this Month	$ –	$ –
TOTALS	$ –	$ –
NET CHANGES by Change Order	$	–

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **D. WILSON CONSTRUCTION COMPANY**
By: Tony J Nuckles Date: 03/31/10
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 31st day of March 2010

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

Notary Public:
My Commission expires: 06/08/11

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 628,545.65
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: 7125
By: Date: 3-31-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G702™ – 1992 Instructions

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents
AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

Use of Current Documents
Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING THE G702 FORM

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTION OF THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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Hidalgo Co. Pct.2 Admin. Offic

Job # 10-420

Retainage: 5%

Application No.: Four

Application Date: 03/31/10

Period From: 03/01/10

To: 03/31/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	176,547.00	38,005.00	13,854	—	51,859.00	29%	124,688.00	2,592.95
01-405	Building Permit	13,290.00	13,290.00	—	—	13,290.00	100%	—	664.50
01-870	Bond	52,592.00	52,592.00	—	—	52,592.00	100%	—	2,629.60
01-871	Builder's Risk Policy	7,899.00	7,899.00	—	—	7,899.00	100%	—	394.95
01-874	Liability insurance	55,750.00	55,750.00	—	—	55,750.00	100%	—	2,787.50
02-002	File Notice of Intent (SWPP)	300.00	300.00	—	—	300.00	100%	—	15.00
02-002	SWPP-Inspections	2,450.00	275.00	275	—	550.00	22%	1,900.00	27.50
02-101	Bldg A, Building pad, labor	6,122.00	6,122.00	—	—	6,122.00	100%	—	306.10
02-102	Bldg A, Building pad, material	13,637.00	13,637.00	—	—	13,637.00	100%	—	681.85
02-103	Bldg B & C, Building pad, labor	14,129.00	14,129.00	—	—	14,129.00	100%	—	706.45
02-104	Bldg B & C, Building pad, material	31,477.00	31,477.00	—	—	31,477.00	100%	—	1,573.85
02-105	Bldg D, Building pad, labor	5,396.00	5,396.00	—	—	5,396.00	100%	—	269.80
02-106	Bldg D, Building pad, material	12,021.00	12,021.00	—	—	12,021.00	100%	—	601.05
02-107	Bldg E, Building pad, labor	10,398.00	10,398.00	—	—	10,398.00	100%	—	519.90
02-108	Bldg E, Building pad, material	23,166.00	23,166.00	—	—	23,166.00	100%	—	1,158.30
02-109	Bldg A, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-110	Bldg A, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-111	Bldg A, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-112	Bldg A, Water improvements, material	11,260.00	5,650.00	3,133	—	8,783.00	78%	2,477.00	439.15
02-113	Bldg A, Miscellaneous, labor	697.00	—	349	—	349.00	50%	348.00	17.45
02-114	Bldg A, Miscellaneous, material	1,228.00	—	614	—	614.00	50%	614.00	30.70
02-115	Bldg A, Paving, labor	50,738.00	—	4,059	—	4,059.00	8%	46,679.00	202.95
02-116	Bldg A, Paving, material	73,142.00	—	5,851	—	5,851.00	8%	67,291.00	292.55
02-117	Bldg A, Drainage, labor	7,652.00	550.00	6,337	—	6,887.00	90%	765.00	344.35
02-118	Bldg A, Drainage, material	13,025.00	—	11,723	—	11,723.00	90%	1,302.00	586.15
02-119	Bldg B&C, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-120	Bldg B&C, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-121	Bldg B&C, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-122	Bldg B&C, Water improvements, material	11,260.00	5,649.00	3,134	—	8,783.00	78%	2,477.00	439.15
02-123	Bldg B&C, Miscellaneous, labor	697.00	—	349	—	349.00	50%	348.00	17.45
02-124	Bldg B&C, Miscellaneous, material	1,228.00	—	614	—	614.00	50%	614.00	30.70
02-125	Bldg B&C, Paving, labor	50,738.00	—	4,059	—	4,059.00	8%	46,679.00	202.95
02-126	Bldg B&C, Paving, material	73,142.00	—	5,851	—	5,851.00	8%	67,291.00	292.55
02-127	Bldg B&C, Drainage, labor	7,652.00	550.00	6,337	—	6,887.00	90%	765.00	344.35

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Four
Application Date: 03/31/10
Period From: 03/01/10
To: 03/31/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
02-128	Bldg B&C, Drainage, material	13,025.00	—	11,723	—	11,723.00	90%	1,302.00	586.15
02-129	Bldg D, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-130	Bldg D, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-131	Bldg D, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-132	Bldg D, Water improvements, material	11,260.00	5,649.00	3,134	—	8,783.00	78%	2,477.00	439.15
02-133	Bldg D, Miscellaneous, labor	697.00	—	349	—	349.00	50%	348.00	17.45
02-134	Bldg D, Miscellaneous, material	1,228.00	—	614	—	614.00	50%	614.00	30.70
02-135	Bldg D, Paving, labor	50,738.00	—	4,059	—	4,059.00	8%	46,679.00	202.95
02-136	Bldg D, Paving, material	73,142.00	—	5,851	—	5,851.00	8%	67,291.00	292.55
02-137	Bldg D, Drainage, labor	7,652.00	550.00	6,337	—	6,887.00	90%	765.00	344.35
02-138	Bldg D, Drainage, material	13,025.00	—	11,723	—	11,723.00	90%	1,302.00	586.15
02-139	Bldg E, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-140	Bldg E, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-141	Bldg E, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-142	Bldg E, Water improvements, material	11,260.00	5,649.00	3,134	—	8,783.00	78%	2,477.00	439.15
02-143	Bldg E, Miscellaneous, labor	697.00	—	349	—	349.00	50%	348.00	17.45
02-144	Bldg E, Miscellaneous, material	1,228.00	—	614	—	614.00	50%	614.00	30.70
02-145	Bldg E, Paving, labor	50,738.00	—	4,059	—	4,059.00	8%	46,679.00	202.95
02-146	Bldg E, Paving, material	73,142.00	—	5,851	—	5,851.00	8%	67,291.00	292.55
02-147	Bldg E, Drainage, labor	7,650.00	550.00	6,335	—	6,885.00	90%	765.00	344.25
02-148	Bldg E, Drainage, material	13,025.00	—	11,723	—	11,723.00	90%	1,302.00	586.15
02-282	Termite Control	7,270.00	—	7,270	—	7,270.00	100%	—	363.50
02-530	Splashblocks	250.00	—	—	—	—		250.00	
02-831	Electronic Operable Gates	23,390.00	—	—	—	—		23,390.00	
03-070	Foundation Concrete Material	99,808.00	39,925.00	59,883	—	99,808.00	100%	—	4,990.40
03-101	Foundation labor	75,894.00	30,400.00	45,494	—	75,894.00	100%	—	3,794.70
03-102	Transformer pad labor	2,400.00	—	—	—	—		2,400.00	
03-106	Dumpster pad labor	3,200.00	—	—	—	—		3,200.00	
03-107	CIP beams labor	4,800.00	—	—	—	—		4,800.00	
03-110	Concrete Pump	9,604.00	3,850.00	5,754	—	9,604.00	100%	—	480.20
03-200	Foundation Rebar	42,269.00	18,720.00	22,049	—	40,769.00	96%	1,500.00	2,038.45
03-250	Concrete Accessories	4,035.00	1,775.00	1,760	—	3,535.00	88%	500.00	176.75

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
03-261	Bldg A, Insulated Concrete Forms	32,467.00	32,467.00	—	—	32,467.00	100%	—	1,623.35
03-262	Bldg B&C, Insulated Concrete Forms	84,416.00	—	57,403	—	57,403.00	68%	27,013.00	2,870.15
03-263	Bldg D, Insulated Concrete Forms	43,290.00	—	43,290	—	43,290.00	100%	—	2,164.50
03-264	Bldg E, Insulated Concrete Forms	56,280.00	—	56,280	—	56,280.00	100%	—	2,814.00
04-100	Masonry Subcontract	259,531.00	—	71,975	—	71,975.00	28%	187,556.00	3,598.75
04-109	Masonry Rebar	1,997.00	—	1,525	—	1,525.00	76%	472.00	76.25
04-110	Masonry Anchor Welding	1,000.00	—	—	—	—		1,000.00	
05-101	Structural Steel shop drawings	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
05-102	Embed plates	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
05-103	Structural steel material	69,500.00	23,065.00	46,435	—	69,500.00	100%	—	3,475.00
05-104	Structural steel fabrication	24,600.00	24,600.00	—	—	24,600.00	100%	—	1,230.00
05-105	Steel joists and metal deck	65,200.00	—	65,200	—	65,200.00	100%	—	3,260.00
05-106	Metal roof sheets	26,300.00	26,300.00	—	—	26,300.00	100%	—	1,315.00
05-107	Structural steel erection	42,000.00	—	21,000	—	21,000.00	50%	21,000.00	1,050.00
05-108	Canopy roofing	10,900.00	—	—	—	—		10,900.00	
06-100	Rough Carpenrty	85,000.00	—	—	—	—		85,000.00	
06-100	Trellis	960.00	—	—	—	—		960.00	
	Architectural Woodwork								
06-401	Bldg. A, Shop Drawing Submittals	240.00	240.00	—	—	240.00	100%	—	12.00
06-402	Bldg. A, Base Cabinets	2,700.00	—	—	—	—		2,700.00	
06-403	Bldg. A, Upper Cabinets	1,180.00	—	—	—	—		1,180.00	
06-404	Bldg. A, Skirts/Removable Panels	195.00	—	—	—	—		195.00	
06-405	Bldg. A, Plastic Laminate Counter Tops	1,050.00	—	—	—	—		1,050.00	
06-406	Bldg. A, Delivery & Installation	560.00	—	—	—	—		560.00	
06-407	Bldg. D, Shop Drawing Submittals	575.00	575.00	—	—	575.00	100%	—	28.75
06-408	Bldg. D, Base Cabinets	5,727.00	—	—	—	—		5,727.00	
06-409	Bldg. D, Upper Cabinets	780.00	—	—	—	—		780.00	
06-410	Bldg. D, Pony Walls/Judge's Bench	1,920.00	—	—	—	—		1,920.00	
06-411	Bldg. D, Plastic Laminate Counter Tops	4,693.00	—	—	—	—		4,693.00	
06-412	Bldg. D, Delivery & Installation	1,500.00	—	—	—	—		1,500.00	

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			Previous	This Period					
06-413	Bldg. B & C, Shop Drawing Submittals	775.00	775.00	—	—	775.00	100%	—	38.75
06-414	Bldg. B & C, Base Cabinets	9,690.00	—	—	—	—		9,690.00	
06-415	Bldg. B & C, Upper Cabinets	3,896.00	—	—	—	—		3,896.00	
06-416	Bldg. B & C, Tall Cabinets/Shelving Units	1,804.00	—	—	—	—		1,804.00	
06-417	Bldg. B & C, Skirts/Removable Panels	420.00	—	—	—	—		420.00	
06-418	Bldg. B & C, Pony Walls/Judge's Bench	800.00	—	—	—	—		800.00	
06-419	Bldg. B & C, Plastic Laminate Counter Tops	3,760.00	—	—	—	—		3,760.00	
06-420	Bldg. B & C, Delivery & Installation	2,300.00	—	—	—	—		2,300.00	
06-421	Bldg. E, Shop Drawing Submittals	917.00	917.00	—	—	917.00	100%	—	45.85
06-422	Bldg. E, Base Cabinets	7,425.00	—	—	—	—		7,425.00	
06-423	Bldg. E, Upper Cabinets	3,320.00	—	—	—	—		3,320.00	
06-424	Bldg. E, Skirts/Removable Panels	450.00	—	—	—	—		450.00	
06-425	Bldg. E, Pony Walls/Judge's Bench	15,729.00	—	—	—	—		15,729.00	
06-426	Bldg. E, Plastic Laminate Counter Tops	4,175.00	—	—	—	—		4,175.00	
06-427	Bldg. E, Delivery & Installation	3,669.00	—	—	—	—		3,669.00	
07-185	Water Proofing	49,290.00	—	—	—	—		49,290.00	
07-500	Grace Underlayment @ Towers	278,843.00	—	—	—	—		278,843.00	
08-100	Metal Doors and Frames	32,250.00	—	—	—	—		32,250.00	
08-101	Frame/Door/Harware Labor	20,850.00	—	—	—	—		20,850.00	
08-200	Flush Doors	30,134.00	—	—	—	—		30,134.00	
08-700	Finish Harware	48,275.00	—	—	—	—		48,275.00	
	Aluminum Entrances and Storefronts								
08-801	Bldg A, Glass	3,244.00	—	—	—	—		3,244.00	
08-802	Bldg A, Metal	1,500.00	—	—	—	—		1,500.00	
08-803	Bldg A, Labor	2,457.00	—	—	—	—		2,457.00	
08-804	Bldg B & C Glass	4,252.00	—	—	—	—		4,252.00	
08-805	Bldg B & C Metal	3,500.00	—	—	—	—		3,500.00	
08-806	Bldg B & C Labor	2,705.00	—	—	—	—		2,705.00	
08-807	Bldg D Glass	4,060.00	—	—	—	—		4,060.00	
08-808	Bldg D Metal	1,500.00	—	—	—	—		1,500.00	
08-809	Bldg D Labor	2,690.00	—	—	—	—		2,690.00	
08-810	Bldg E Glass	2,592.00	—	—	—	—		2,592.00	
08-811	Bldg E Metal	2,400.00	—	—	—	—		2,400.00	

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			Previous	This Period					
08-812	Bldg E Labor	2,695.00	—	—	—	—		2,695.00	
09-100	Drwalll & Studs W/ Hat Channel & Drywall	169,346.00	—	—	—	—		169,346.00	
09-300	Ceramic Tile	38,994.00	—	—	—	—		38,994.00	
09-500	Suspended Ceilings	76,763.00	—	—	—	—		76,763.00	
09-600	VCT	61,817.00	—	—	—	—		61,817.00	
	Tape / float / paint								
09-901	Tape / float / paint, Mobilization	1,500.00	—	—	—	—		1,500.00	
09-902	Tape / float / paint, Demobilization	500.00	—	—	—	—		500.00	
09-903	Tape / float / paint, Submittals	500.00	—	—	—	—		500.00	
09-904	Tape / float / paint, Close-Out	500.00	—	—	—	—		500.00	
09-905	Bldg A, Tape / Float, Material	805.00	—	—	—	—		805.00	
09-906	Bldg A, Paint -Material	2,259.00	—	—	—	—		2,259.00	
09-907	Bldg A, Equipment Rental	730.00	—	—	—	—		730.00	
09-908	Bldg A, Labor	6,525.00	—	—	—	—		6,525.00	
09-909	Bldg A, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	
09-910	Bldg B & C, Tape / Float, Material	2,270.00	—	—	—	—		2,270.00	
09-911	Bldg B & C, Paint -Material	6,147.00	—	—	—	—		6,147.00	
09-912	Bldg B & C, Equipment Rental	730.00	—	—	—	—		730.00	
09-913	Bldg B & C, Labor	19,836.00	—	—	—	—		19,836.00	
09-914	Bldg B & C, Overhead And Profit	7,400.00	—	—	—	—		7,400.00	
09-915	Bldg D, Tape / Float, Material	623.00	—	—	—	—		623.00	
09-916	Bldg D, Paint -Material	1,549.00	—	—	—	—		1,549.00	
09-917	Bldg D, Equipment Rental	730.00	—	—	—	—		730.00	
09-918	Bldg D, Labor	2,879.00	—	—	—	—		2,879.00	
09-919	Bldg D, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	
09-920	Bldg E, Tape / Float, Material	1,554.00	—	—	—	—		1,554.00	
09-921	Bldg E, Paint -Material	3,866.00	—	—	—	—		3,866.00	
09-922	Bldg E, Equipment Rental	730.00	—	—	—	—		730.00	
09-923	Bldg E, Labor	17,521.00	—	—	—	—		17,521.00	
09-924	Bldg E, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
10-350	Flag Pole (4)	5,528.00	—	—	—	—		5,528.00	
10-350	Flag Pole Labor	3,500.00	—	—	—	—		3,500.00	
10-400	Signage & Graphics	11,159.00	—	—	—	—		11,159.00	
10-400	Signage & Graphics Labor	3,200.00	—	—	—	—		3,200.00	
10-520	Fire Extinguishers	2,464.00	—	—	—	—		2,464.00	
10-520	Fire Extinguishers Labor ($50 ea)	1,150.00	—	—	—	—		1,150.00	
10-600	Toilet Partitions	2,280.00	—	—	—	—		2,280.00	
10-600	Toilet Partitions Labor	255.00	—	—	—	—		255.00	
10-800	Toilet and Bath Acessories	10,496.00	—	—	—	—		10,496.00	
10-800	Toilet and Bath Acessories Labor ($10 ea)	1,850.00	—	—	—	—		1,850.00	
11-130	Audio Visual Equipment	5,550.00	—	—	—	—		5,550.00	
11-130	Audio Visual Equipment Labor	675.00	—	—	—	—		675.00	
13-601	Bldg A, Solar Energy System (Solar Lighting)	67,071.00	—	—	—	—		67,071.00	
13-602	Bldg B&C, Solar Energy System (Solar Lightin	67,071.00	—	—	—	—		67,071.00	
13-603	Bldg D, Solar Energy System (Solar Lighting)	67,071.00	—	—	—	—		67,071.00	
13-604	Bldg E, Solar Energy System (Solar Lighting)	67,072.00	—	—	—	—		67,072.00	
13-605	Bldg A, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-606	Bldg B&C, Lighting Installation w/ Poles & Base	28,649.00	—	—	—	—		28,649.00	
13-607	Bldg D, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-608	Bldg E, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-650	Bldg A, Photovoltaic System	209,143.00	—	—	—	—		209,143.00	
13-815	Bldg A, Wind Turbines	69,344.00	2,400.00	—	38,815	41,215.00	59%	28,129.00	2,060.75
	Plumbing Contractor								
15-101	Bldg A, Sanitary Underground- Material	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-102	Bldg A, Sanitary Underground- Labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Bldg A, Domestic Water- Material	6,000.00	—	—	—	—		6,000.00	
15-104	Bldg A, Domestic Water - Labor	5,500.00	—	—	—	—		5,500.00	
15-105	Bldg A, Santiary Waste and Vent- Material	3,500.00	—	—	—	—		3,500.00	
15-106	Bldg A, Sanitary Waste and Vent- Labor	2,500.00	—	—	—	—		2,500.00	
15-107	Bldg A, Plumbing Insulation	1,500.00	—	—	—	—		1,500.00	
15-108	Bldg A, Plumbing Fixtures- Material	10,000.00	—	—	—	—		10,000.00	

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15-109	Bldg A, Plumbing Fixtures- Labor	6,000.00	—	—	—	—		6,000.00	
			—	—	—	—		—	
15-110	Bldg B & C, Sanitary Underground- Material	6,000.00	—	—	—	—		6,000.00	
15-111	Bldg B & C, Sanitary Underground- Labor	5,500.00	—	—	—	—		5,500.00	
15-112	Bldg B & C, Domestic Water- Material	7,500.00	—	—	—	—		7,500.00	
15-113	Bldg B & C, Domestic Water - Labor	6,000.00	—	—	—	—		6,000.00	
15-114	Bldg B & C, Santiary Waste and Vent- Material	5,000.00	—	5,000	—	5,000.00	100%	—	250.00
15-115	Bldg B & C, Sanitary Waste and Vent- Labor	2,500.00	—	2,500	—	2,500.00	100%	—	125.00
15-116	Bldg B & C, Plumbing Insulation	3,000.00	—	—	—	—		3,000.00	
15-117	Bldg B & C, Plumbing Fixtures- Material	16,500.00	—	—	—	—		16,500.00	
15-118	Bldg B & C, Plumbing Fixtures- Labor	7,000.00	—	—	—	—		7,000.00	
			—	—	—	—		—	
15-119	Bldg D, Sanitary Underground- Material	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
15-120	Bldg D, Sanitary Underground- Labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-121	Bldg D, Domestic Water- Material	5,000.00	—	—	—	—		5,000.00	
15-122	Bldg D, Domestic Water - Labor	3,500.00	—	—	—	—		3,500.00	
15-123	Bldg D, Santiary Waste and Vent- Material	3,000.00	—	—	—	—		3,000.00	
15-124	Bldg D, Sanitary Waste and Vent- Labor	1,500.00	—	—	—	—		1,500.00	
15-125	Bldg D, Plumbing Insulation	1,500.00	—	—	—	—		1,500.00	
15-126	Bldg D, Plumbing Fixtures- Material	10,000.00	—	—	—	—		10,000.00	
15-127	Bldg D, Plumbing Fixtures- Labor	5,000.00	—	—	—	—		5,000.00	
15-128	Bldg E, Sanitary Underground- Material	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-129	Bldg E, Sanitary Underground- Labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-130	Bldg E, Domestic Water- Material	6,000.00	—	—	—	—		6,000.00	
15-131	Bldg E, Domestic Water - Labor	5,500.00	—	—	—	—		5,500.00	
15-132	Bldg E, Santiary Waste and Vent- Material	3,500.00	—	—	—	—		3,500.00	
15-133	Bldg E, Sanitary Waste and Vent- Labor	2,500.00	—	—	—	—		2,500.00	
15-134	Bldg E, Plumbing Insulation	2,000.00	—	—	—	—		2,000.00	
15-135	Bldg E, Plumbing Fixtures- Material	9,750.00	—	—	—	—		9,750.00	
15-136	Bldg E, Plumbing Fixtures- Labor	6,000.00	—	—	—	—		6,000.00	
			—	—	—	—		—	
	HVAC								
15-501	Mobilization	3,200.00	—	—	—	—		3,200.00	
15-502	Project Management	3,200.00	400.00	—	—	400.00	13%	2,800.00	20.00
15-503	Material - Submittals	500.00	500.00	—	—	500.00	100%	—	25.00
15-504	Project Meetings	3,000.00	—	—	—	—		3,000.00	

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15-505	Equipment Rental	3,500.00	—	—	—	—		3,500.00	
15-506	Metal Duct Fabrication, material	60,100.00	5,000.00	40,000	—	45,000.00	75%	15,100.00	2,250.00
15-507	Metal Duct Fabrication, labor	53,000.00	—	—	—	—		53,000.00	
15-508	Air devices, material	23,500.00	—	—	—	—		23,500.00	
15-509	Air devices, labor	7,000.00	—	—	—	—		7,000.00	
15-510	Exhaust Fans, material	15,580.00	—	—	—	—		15,580.00	
15-511	Exhaust Fans, labor	7,000.00	—	—	—	—		7,000.00	
15-512	Equipment, Mini-Splits, material	2,420.00	—	—	—	—		2,420.00	
15-513	Air Handlers/Condensers	135,000.00	—	—	—	—		135,000.00	
15-514	Air Handlers/Condensers, labor	5,000.00	—	—	—	—		5,000.00	
15-515	Copper	1,500.00	—	—	—	—		1,500.00	
15-516	Labor	1,000.00	—	—	—	—		1,000.00	
	Electrical								
16-101	Lighting-Material	91,925.00	—	—	—	—		91,925.00	
16-102	Lighting-Labor	33,200.00	—	—	—	—		33,200.00	
16-103	Gear-Material	20,700.00	—	—	—	—		20,700.00	
16-104	Gear-Labor	10,690.00	—	—	—	—		10,690.00	
16-105	Underground- Material	40,600.00	20,520.00	5,000	—	25,520.00	63%	15,080.00	1,276.00
16-106	Underground- Labor	9,500.00	950.00	500	—	1,450.00	15%	8,050.00	72.50
16-107	Rough-In-Material	47,000.00	—	6,000	—	6,000.00	13%	41,000.00	300.00
16-108	Rough-In-Labor	12,200.00	—	1,350	—	1,350.00	11%	10,850.00	67.50
16-109	Wire- Material	18,000.00	—	—	—	—		18,000.00	
16-110	Wire- Labor	6,900.00	—	—	—	—		6,900.00	
16-111	Finish-Out- Material	6,360.00	—	—	—	—		6,360.00	
16-112	Finish-Out- Labor	2,300.00	—	—	—	—		2,300.00	
16-113	Generator- Material/Labor	83,600.00	—	—	—	—		83,600.00	
16-114	Wind Turbines (Gear) Material	6,793.00	—	—	—	—		6,793.00	
16-115	Wind Turbines (Gear) Labor	7,057.00	—	—	—	—		7,057.00	
16-116	Solar Panels (Gear) Material	1,738.00	—	—	—	—		1,738.00	
16-117	Solar Panels (Gear) Labor	1,362.00	—	—	—	—		1,362.00	
BF-003	Landscape & Irrigation Allowance	150,000.00	—	—	—	—		150,000.00	
BF-001	Betterment Allowances	50,000.00	—	—	—	—		50,000.00	
BF-019	HVAC Contingency	8,000.00	—	—	—	—		8,000.00	
BF-015	Plumbing Contingency	8,000.00	—	—	—	—		8,000.00	
BF-016	Electrical Contingency	8,000.00	—	—	—	—		8,000.00	

Hidalgo Co. Pct.2 Admin. Offic

Job # 10-420

Retainage: 5%

Application No.: Four

Application Date: 03/31/10

Period From: 03/01/10

To: 03/31/10

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
BF-032	Structural Contingency	8,000.00	—	—	—	—		8,000.00	
BF-050	Lawn Sprinkler Allowance	5,000.00	—	—	—	—		5,000.00	
	Contract sum	5,075,000.00	621,977.00	708,062.00	38,815.00	1,368,854.00	27%	3,706,146.00	68,442.70
	Breakdown by buildings								
	Building A - other items	906,491.00	134,625.00	134,414.00	8,998.00	278,037.00	31%	628,454.00	13,901.85
02-109	Bldg A, Paving, drainage, miscellaneous	173,789.00	16,911.00	32,066.00	—	48,977.00	28%	124,812.00	2,448.85
13-601	Bldg A, Solar Energy System (Solar Lighting)	95,720.00	—	—	—	—		95,720.00	
	Bldg A, total cost	**1,176,000.00**	**151,536.00**	**166,480.00**	**8,998.00**	**327,014.00**	28%	**848,986.00**	**16,350.70**
	Building B & C - other items	1,187,491.00	155,134.00	166,433.00	11,142.00	332,709.00	28%	854,782.00	16,635.45
02-119	Bldg B&C, Paving, drainage, miscellaneous	173,789.00	16,910.00	32,067	—	48,977.00	28%	124,812.00	2,448.85
13-602	Bldg B&C, Solar Energy System (Solar Lightin	95,720.00	—	—	—	—		95,720.00	
	Bldg B&C, total cost	**1,457,000.00**	**172,044.00**	**198,500.00**	**11,142.00**	**381,686.00**	26%	**1,075,314.00**	**19,084.30**
	Building D - other items	866,491.00	114,129.00	129,765.00	8,687.00	252,581.00	29%	613,910.00	12,629.05
02-129	Bldg D, Paving, drainage, miscellaneous	173,789.00	16,910.00	32,067	—	48,977.00	28%	124,812.00	2,448.85
13-603	Bldg D, Solar Energy System (Solar Lighting)	95,720.00	—	—	—	—		95,720.00	
	Bldg D, total cost	**1,136,000.00**	**131,039.00**	**161,832.00**	**8,687.00**	**301,558.00**	27%	**834,442.00**	**15,077.90**
	Building E - other items	1,036,492.00	150,448.00	149,185.00	9,988.00	309,621.00	30%	726,871.00	15,481.05
02-139	Bldg E, Paving, drainage, miscellaneous	173,787.00	16,910.00	32,065	—	48,975.00	28%	124,812.00	2,448.75
13-604	Bldg E, Solar Energy System (Solar Lighting)	95,721.00	—	—	—	—		95,721.00	
	Bldg E, total cost	**1,306,000.00**	**167,358.00**	**181,250.00**	**9,988.00**	**358,596.00**	27%	**947,404.00**	**17,929.80**
	Totals	**5,075,000.00**	**621,977.00**	**708,062.00**	**38,815.00**	**1,368,854.00**	**27%**	**3,706,146.00**	**68,442.70**

AI-20745 **21.C.1.**

Scoring grid - San Carlos Drainage Improvement Projects - Pct#4
CC REGULAR

Date:	04/20/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Appraisal Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraisers in connection with professional Appraisal Services required for Precinct #4's San Carlos Drainage Improvement Projects;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No.1 ranked firm of _____ for the provision of Appraisal Services for the San Carlos Drainage Improvement Projects located in Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified at a later date

Attachments

Link: Grid

Link: Request Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/14/2010 04:03 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 04:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/15/2010 08:36 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Nielda Cavazos

Started On: 04/12/2010 01:50 PM

Final Approval Date: 04/16/2010

HIDALGO COUNTY PRECINCT NO 4
FOR

"San Carlos Drainage Improvement Projects" On an As Needed Basis

Scoring & Evaluation GRID

Appraisal Services

Total Scores	Leonel Garza Jr., Associates, LLC	Professional Services, Inc	Southmost Appraisal Services
Grader 1	95	88	60
Average	95	88	60
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

April 09, 2010

Martha L. Salazar, CPPB/Purchasing Agent
c/o Mrs. Daelene H. Bentancourt, Procurement Process & Datat Mgr.
Hidalgo County Purchasing Department
2812 S Business 281
Edinburg, Texas 78539

Dear Mrs. Bentacourt,

I am requesting the statements of qualifications for the following firms for ranking and selection:

1) Professional Appraisals Services, Inc.
2) Leonel Garza Jr, & Assc. L.L.C.
3) Southmost Appraisals / Adelaido Gonzalez

The proposed firm will be providing "Appraisal Services" for The Hidalgo County Precinct #4 "San Carlos Drainage Improvement Projects" on an "as needed basis" for the duration of the Project.

Should you have any questions or require additional information please feel free to contact me at (956) 383-3112.

Sincerely,

_____

Gloria A. Beltran
Executive Assistant

AI-20799 **21.C.2.**

Pct 4-WA#1-QHA-C-10-072A-03-30 & WA#5-QHA-C-08-477-12-09 and Inv#s ENG1288 & ENG1290-J E Saenz & Assoc Inc.-C-10-072-03-23

CC REGULAR

Date:	04/20/2010
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 Work Authorization #1 ($11,500.00) from Quintanilla, Headley & Associates Inc. for Professional Engineering Services for Paving/Un-Paved Road Construction Projects (on an as needed basis)located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072A-03-30.

b. Requesting approval of Work Authorization #5 ($ 163,079.00) from Quintanilla, Headley & Associates Inc. for Professional Engineering Services for "San Carlos Drainage Improvements Project" (NORTH BRANCH DRAIN: Cesar Chavez Road, West Alamo Road, Mile 171/2 East of Alamo Road, Sharp Road, South of Mile 17 1/2, Mile 17 1/2 West of Valverde Road & Rogers Road West of Valverde Road - Drain Ditch Culvert Crossings & CURRY DRAIN: 83rd Street & Sharp Road - Drain Ditch Culvert Crossings) within Hidalgo County Pct. No. 4, in connection with Contract No. C-08-477-12-09.

c. Requesting approval of request for payment for Inv #ENG 1288 ($3,500.00) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-10-072-03-23 (PO# 638515) -"Paved/Un-Paved Construction Road Projects" (on an as needed basis) - Chapa Road (San Manuel) within Precinct #4.

d. Requesting approval of request for payment for Inv #ENG 1290 ($ 8,000.00) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-10-072-03-23 (PO# 638516) -"Paved/Un-Paved Construction Road Projects" (on an as needed basis) - Murillo II Subdivision within Precinct #4.

BACKGROUND

WA#1-QHA-C-10-072A-03-30-Pct 4 (Paved/Un-Paved Road Construction Projects) on an as needed basis
WA#5-QHA-C-08-477-12-09-Pct 4 (San Carlos Drainage Imprv. Project)

Inv#ENG1288- J.E. Saenz & Associates Inc -C-10-072-03-23

Inv#ENG1290 -J.E. Saenz & Associates Inc -C-10-072-03-23

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Item 1: Available balance as of 4-16-10 $168,069.99

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-124-0XX-0-733

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

BUDGETARY IMPACT:

Item 2: North Branch Drain (prog 049) $137,401 & Curry Drain (prog 052) $25,678. Funding pending approval of Budget Amendment (AI#20825) and interdepartmental transfer (AI#20827).

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Item 3: PO#638515 available balance as of 4-16-10 $3,500.00.

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Item 4: PO#638516 available balance as of 4-16-10 $20,000.00.

Attachments

Link: WA#1-QHA-C-10-072A-03-30-Pct 4

Link: WA#5-QHA-C-08-477-12-09

Link: Inv#ENG1288-C-10-072-03-23-JE Saenz & Assoc

Link: Inv#ENG1290-C-10-072-03-23

Link: MEMO

Link: MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Letty Saenz	04/15/2010 03:27 PM	APRV
2	Budget & Management	Erika Zamora	04/15/2010 03:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/16/2010 12:03 PM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	PEND

Form Started By: Letty Saenz Started On: 04/14/2010 04:49 PM

Final Approval Date: 04/16/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-072A-03-30
Work Authorization Form

WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering for: **Mile 25 North Road from U.S. 281 east 2,278.0 feet.**

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 **$ 11,500.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

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** 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 scope of the work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

EXHIBIT "C"

Work Schedule

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering Contract No. C-10-072A-03-30

Work Authorization No. 1

Mile 25 North Road from U.S. 281 east 2,278.0 feet

The Engineer shall provide the deliverables for this work authorization as follows:

- Field surveying within one week from the date of the notice to proceed.
- Plans and specifications within two weeks from date of the notice to proceed.
- Construction staking three days after request

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering Contract No. C-10-072A-03-30

Work Authorization No. 1

Mile 25 North Road from U.S. 281 east 2,278.0 feet

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Fee Breakdown

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Engineering Contract No. C-10-072A-03-30

Work Authorization No.1

Mile 25 North Road from U.S. 281 east 2,278.0 feet

- Topography survey and right of way staking $ 3,500.00
- Plans and specifications - $ 6,500.00
- Construction staking - $ 1,500.00

Total Engineering Fee = $11,500.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 14, 2010 Sheet 1 of 1

Project: H.C. Pct. No. 4 Paving Improvements Paved/Unpaved Roads
Contract No. C-10-072A-03-30

Location: Work Authorization No. 1 - Mile 25 North Road

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E.

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**Mile 25 North Road - Length = 2,278.0 Feet**				
	1½" Hot Mix	S.Y.	6,100	7.00	42,700.00
	8" Caliche Base	S.Y.	7,100	6.50	46,150.00
	Subgrade Preparation	S.Y.	7,600	2.00	15,200.00
	18" R.C.P.	L.F.	120	28.00	3,360.00
	S.E.T.	EA.	2	600.00	1,200.00
	Re-Grade Existing Road Side Ditch	L.F.	4,556	1.50	6,834.00
				Subtotal:	**$115,444.00**
	Engineering Fee				**$11,500.00**
				Total:	**$126,944.00**

C:\DOCUME~1\LETICI~1.SAE\LOCALS~1\Temp\Temporary Directory 9 for Mile+25+North+Road.zip\Mile 25 North Road\Engineer's Estimate 4-14-10.xls

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
"MILE 25 NORTH RD"
C-10-072A-03-30

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$11,500.00** FOR **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT 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

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, April 14, 2010 2:56 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: REVISED W/O#1 C-10-072A-03-30
Attachments: Mile+25+North+Road.zip; MEMO WO #1 MILE 25.doc; Picture 001.jpg

GOOD AFTERNOON

ATTACHED IS THE REVICED W/O# FOR CONTRACT C-10-072A-03-30

THANKS MUNOZ

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements Project:**

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road - Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "A" – 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 **$ 163,079.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

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** of the Agreement.

PART 4. FUNDING

This Work Authorization No.5 shall be funded through funding source:
Account No. **0-1339-431-00-124-049-0-733** (*N. Branch Drain*) & **0-1339-431-00-124-052-0-733** (*Curry Drain*)
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 5.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No.4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E.

THE OWNER:
Hidalgo County

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be provided by the Owner
EXHIBIT "B" - Service to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Engineering Hourly Rates
EXHIBIT "E" - Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Work Authorization No. 5

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road – Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Work Authorization No. 5

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road – Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

Scope of services to be provided by the Engineer

1. Topographic surveying.
2. Engineering design of pipe culvert and utility adjustments.
3. Preparation of plans.
4. Preparation of technical specifications.
5. Construction staking and prepare cut sheets.
6. Construction Project Management

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Work Authorization No. 5

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road – Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

The Engineer shall provide the deliverables for this work authorization 90 days after the notice to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Work Authorization No. 5

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road – Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Fee Breakdown

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Work Authorization No. 5

North Branch Drain: 1) Cesar Chavez Road, 2) West of Alamo Road, 3) Mile 17 1/2 East of Alamo Road, 4) Sharp Road, 5) South of Mile 17 1/2 west of 83rd Street, 6) Mile 17 1/2 west of 83rd Street, 7) 83rd Street north of Mile 17 1/2, 8) Mile 17 1/2 west of Valverde Road, 9) Rogers Road west of Valverde Road – Drain Ditch Culvert Crossings

Curry Drain: 1) 83rd Street, 2) Sharp Road – Drain Ditch Culvert Crossings

North Branch Drain:

1. Cesar Chavez Road Crossing	-	$ 12,846.00
2. West of Alamo Road Crossing	-	$ 10,481.00
3. Mile 17 ½ Road Crossing	-	$ 27,057.00
4. Sharp Road Crossing	-	$ 25,420.00
5. South of Mile 17 1/2 Crossing	-	$ 12,147.00
6. Mile 17 ½ North west of 83rd Street Crossing	-	$ 12,695.00
7. 83rd Street north of Mile 17 ½ North Crossing	-	$ 11,981.00
8. Mile 17 ½ Road west of Valverde Road Crossing	-	$ 11,981.00
9. Rogers Road west of Valverde Road Crossing	-	$ 12,793.00

Curry Drain:

1. 83rd Street Crossing	-	$ 12,880.00
2. Sharp Road Crossing	-	$ 12,798.00
	Total Fee =	**$163,079.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**CESAR CHAVEZ RD NORTH OF MILE 17½ ROAD (CROSSING 1)**				
	54" Storm Pipe	**LF**	**180**	**90.00**	**$ 16,200.00**
	Gravel Bedding	**CY**	**140**	**30.00**	**$ 4,200.00**
	Sand Backfill & Compaction	**CY**	**210**	**28.00**	**$ 5,880.00**
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	**Ea**	**2**	**40,000.00**	**$ 80,000.00**
	10" Caliche Base	**SY**	**300**	**15.00**	**$ 4,500.00**
	2" Hot Mix	**SY**	**300**	**12.00**	**$ 3,600.00**
	Adjust Exist Waterline	**LS**	**1**	**7,000.00**	**$ 7,000.00**
	Backfill & Compact Exist Drain Ditch	**CY**	**1,000**	**6.00**	**6,000.00**
	Remove Exist 24" R.C.P.	**LF**	**90**	**12.00**	**1,080.00**
				Subtotal:	**$ 128,460.00**
	ENGINEERING FEE				**$ 12,846.00**
				TOTAL:	**$ 141,306.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**WEST OF ALAMO RD & NORTH OF MILE 17½ ROAD (CROSSING 2)**				
	54" Storm Pipe	LF	70	90.00	$ 6,300.00
	Gravel Bedding	CY	60	30.00	$ 1,800.00
	Sand Backfill & Compaction	CY	90	28.00	$ 2,520.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	150	15.00	$ 2,250.00
	Adjust Exist Irrigation Line	LS	1	10,500.00	$ 10,500.00
	Remove Exist 30" R.C.P.	LF	60	12.00	$ 720.00
	Remove Exist 24" R.C.P.	LF	60	12.00	$ 720.00
				Subtotal:	$ 104,810.00
	ENGINEERING FEE				$ 10,481.00
				TOTAL:	$ 115,291.00

Y:\CONTRACTS MNGS DIVISION\leticia.saenz\MyFiles\Work Authorization No.5\PDF-Spread Sheet-WA#5-QHA-C-08-477-12-09\WEST OF ALAMO RD & N OF MILE 17.5 RD 4-12-10.xls

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**MILE 17½ ROAD EAST OF ALAMO ROAD (CROSSING 3)**				
	54" Storm Pipe	LF	750	90.00	$ 67,500.00
	Gravel Bedding	CY	500	30.00	$ 15,000.00
	Sand Backfill & Compaction	CY	800	28.00	$ 22,400.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	350	15.00	$ 5,250.00
	2" Hot Mix	SY	350	12.00	$ 4,200.00
	Adjust Exist 6" Waterline	LS	1	7,000.00	$ 7,000.00
	Adjust Exist 4" Waterline	LS	1	2,500.00	$ 2,500.00
	84" Manhole	Ea	3	10,000.00	$ 30,000.00
	Backfill & Compact Exist Drain Ditch	CY	1,500	6.00	9,000.00
	Remove Exist 30" R.C.P.	LF	560	12.00	6,720.00
	Adjust Exist Irrigation Line	LS	2	10,500.00	21,000.00
				Subtotal:	$ 270,570.00
	ENGINEERING FEE				$ 27,057.00
				TOTAL:	$ 297,627.00

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
__X__ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**SHARP RD SOUTH OF MILE 17½ RD (CROSSING 4)**				
	54" Storm Pipe	**LF**	**720**	**90.00**	**$ 64,800.00**
	Gravel Bedding	**CY**	**500**	**30.00**	**$ 15,000.00**
	Sand Backfill & Compaction	**CY**	**900**	**28.00**	**$ 25,200.00**
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	**Ea**	**2**	**40,000.00**	**$ 80,000.00**
	10" Caliche Base	**SY**	**350**	**15.00**	**$ 5,250.00**
	2" Hot Mix	**SY**	**350**	**12.00**	**$ 4,200.00**
	Adjust Exist 8" Waterline	**LS**	**1**	**7,500.00**	**$ 7,500.00**
	Remove Exist 24" R.C.P.	**LF**	**660**	**12.00**	**$ 7,920.00**
	84" Manhole	**Ea**	**2**	**10,000.00**	**$ 20,000.00**
	Remove Exist Concrete Canal	**LF**	**550**	**5.00**	**$ 2,750.00**
	18" Irrigation Line	**LF**	**580**	**26.00**	**$ 15,080.00**
	Concrete Canasta	**Ea**	**1**	**5,000.00**	**$ 5,000.00**
	Tie Into Exist Irrigation Line	**Ea**	**1**	**1,500.00**	**$ 1,500.00**
				Subtotal:	**$ 254,200.00**
	ENGINEERING FEE				**$ 25,420.00**
				TOTAL:	**$ 279,620.00**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**SOUTH OF MILE 17½ RD & WEST OF 83RD ST (CROSSING 5)**				
	54" Storm Pipe	LF	120	90.00	$ 10,800.00
	Gravel Bedding	CY	80	30.00	$ 2,400.00
	Sand Backfill & Compaction	CY	150	28.00	$ 4,200.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	150	15.00	$ 2,250.00
	Adjust Exist Irrigation Line	LS	1	20,500.00	$ 20,500.00
	Remove Exist 30" R.C.P.	LF	110	12.00	$ 1,320.00
				Subtotal:	$ 121,470.00
	ENGINEERING FEE				$ 12,147.00
				TOTAL:	$ 133,617.00

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**MILE 17½ ROAD WEST OF 83RD STREET (CROSSING 6)**				
	54" Storm Pipe	LF	160	90.00	$ 14,400.00
	Gravel Bedding	CY	110	30.00	$ 3,300.00
	Sand Backfill & Compaction	CY	200	28.00	$ 5,600.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	350	15.00	$ 5,250.00
	2" Hot Mix	SY	350	12.00	$ 4,200.00
	Adjust Exist 8" Waterline	LS	1	7,000.00	$ 7,000.00
	Backfill & Compact Exist Drain Ditch	CY	1,000	6.00	6,000.00
	Remove Exist 30" R.C.P.	LF	100	12.00	1,200.00
				Subtotal:	$ 126,950.00
	ENGINEERING FEE				$ 12,695.00
				TOTAL:	$ 139,645.00

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**83RD STREET NORTH OF MILE 17½ ROAD (CROSSING 7)**				
	54" Storm Pipe	**LF**	**160**	**90.00**	**$ 14,400.00**
	Gravel Bedding	**CY**	**110**	**30.00**	**$ 3,300.00**
	Sand Backfill & Compaction	**CY**	**200**	**28.00**	**$ 5,600.00**
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	**Ea**	**2**	**40,000.00**	**$ 80,000.00**
	10" Caliche Base	**SY**	**350**	**15.00**	**$ 5,250.00**
	2" Hot Mix	**SY**	**350**	**12.00**	**$ 4,200.00**
	Adjust Exist 4" Waterline	**LS**	**1**	**2,500.00**	**$ 2,500.00**
	Backfill & Compact Exist Drain Ditch	**CY**	**600**	**6.00**	**3,600.00**
	Remove Exist 30" R.C.P.	**LF**	**80**	**12.00**	**960.00**
				Subtotal:	**$ 119,810.00**
	ENGINEERING FEE				**$ 11,981.00**
				TOTAL:	**$ 131,791.00**

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**MILE 17½ ROAD WEST OF VALVERDE (CROSSING 8)**				
	54" Storm Pipe	**LF**	**160**	**90.00**	**$ 14,400.00**
	Gravel Bedding	**CY**	**110**	**30.00**	**$ 3,300.00**
	Sand Backfill & Compaction	**CY**	**200**	**28.00**	**$ 5,600.00**
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	**Ea**	**2**	**40,000.00**	**$ 80,000.00**
	10" Caliche Base	**SY**	**350**	**15.00**	**$ 5,250.00**
	2" Hot Mix	**SY**	**350**	**12.00**	**$ 4,200.00**
	Adjust Exist 4" Waterline	**LS**	**1**	**2,500.00**	**$ 2,500.00**
	Backfill & Compact Exist Drain Ditch	**CY**	**600**	**6.00**	**3,600.00**
	Remove Exist 24" R.C.P.	**LF**	**80**	**12.00**	**960.00**
				Subtotal:	**$ 119,810.00**
	ENGINEERING FEE				**$ 11,981.00**
				TOTAL:	**$ 131,791.00**

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **North Branch Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**ROGERS ROAD WEST OF VALVERDE (CROSSING 9)**				
	54" Storm Pipe	**LF**	**180**	**90.00**	**$ 16,200.00**
	Gravel Bedding	**CY**	**140**	**30.00**	**$ 4,200.00**
	Sand Backfill & Compaction	**CY**	**210**	**28.00**	**$ 5,880.00**
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	**Ea**	**2**	**40,000.00**	**$ 80,000.00**
	10" Caliche Base	**SY**	**350**	**15.00**	**$ 5,250.00**
	2" Hot Mix	**SY**	**350**	**12.00**	**$ 4,200.00**
	Adjust Exist Waterline	**LS**	**1**	**4,000.00**	**$ 4,000.00**
	Backfill & Compact Exist Drain Ditch	**CY**	**1,000**	**6.00**	**6,000.00**
	Remove Exist 48" R.C.P.	**LF**	**110**	**20.00**	**2,200.00**
				Subtotal:	**$ 127,930.00**
	ENGINEERING FEE				**$ 12,793.00**
				TOTAL:	**$ 140,723.00**

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **Curry Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**83RD STREET CROSSING (CROSSING 1)**				
	54" Storm Pipe	LF	180	90.00	$ 16,200.00
	Gravel Bedding	CY	140	30.00	$ 4,200.00
	Sand Backfill & Compaction	CY	210	28.00	$ 5,880.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	300	15.00	$ 4,500.00
	2" Hot Mix	SY	300	12.00	$ 3,600.00
	Adjust Exist Waterline	LS	1	7,000.00	$ 7,000.00
	Backfill & Compact Exist Drain Ditch	CY	1,000	6.00	6,000.00
	Remove Exist 36" R.C.P.	LF	125	12.00	1,500.00
				Subtotal:	$ 128,880.00
	ENGINEERING FEE				$ 12,880.00
				TOTAL:	$ 141,760.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: April 12, 2010 Sheet 1 of 1

Project: San Carlos Drainage Improvements -- **Curry Drain**

Location: San Carlos, Texas

Owner: Hidalgo County Pct. No. 4

Type of Estimate: Engineer's Estimate

Estimator:

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**SHARP ROAD CROSSING (CROSSING 2)**				
	54" Storm Pipe	LF	180	90.00	$ 16,200.00
	Gravel Bedding	CY	140	30.00	$ 4,200.00
	Sand Backfill & Compaction	CY	210	28.00	$ 5,880.00
	Concrete Headwall (60 Yards of Concrete, Rebar, and forms)	Ea	2	40,000.00	$ 80,000.00
	10" Caliche Base	SY	300	15.00	$ 4,500.00
	2" Hot Mix	SY	300	12.00	$ 3,600.00
	Adjust Exist Waterline	LS	1	7,000.00	$ 7,000.00
	Backfill & Compact Exist Drain Ditch	CY	1,000	6.00	6,000.00
	Remove Exist 36" R.C.P.	LF	50	12.00	600.00
				Subtotal:	$ 127,980.00
	ENGINEERING FEE				$ 12,798.00
				TOTAL:	$ 140,778.00

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County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: April 13, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION NO. 5
CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION NO. 5 IN THE AMOUNT OF $163,079.00 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS" COURT FOR APPROVAL.

FUNDING FOR THESE PROJECTS WILL BE FROM THE FOLLWING THE ACCOUNTS:

1) NORTH BRANCH DRAIN **0-1339-431-00-124-049-0-733** IN THE AMOUNT OF **$137,401.00**
2) CURRY DRAIN **0-1339-431-00-124-052-0-733** IN THE AMOUNT OF **$25,678.00**

THE DEPARTMENT OF BUDGET & MANAGMENT IS IN CHARGE OF TRANSFERING FUNDS TO COVER THE PROJECTS.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: W/O #5

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, April 13, 2010 10:14 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Fw: San Carlos Drainage Project (W/O #5)
Attachments: Work Authorization No.zip; Picture 001.jpg

Morning

Attached is W/O #5, please place on the next CC.

Thanks Munoz

-----Original Message-----
From: "Alfonso Quintanilla" <alfonsoquintanilla@sbcglobal.net>
Sent 4/13/2010 8:06:50 AM
To: "Gloria Beltran" <gabeltran54@yahoo.com>, "Rumaldo Muñoz" <rumaldo.munoz@co.hidalgo.tx.us>
Subject: San Carlos Drainage Project

Ms. Beltran and Mr. Muñoz,

Good morning. As per our meeting last Friday with Commissioner Gazra, attached is Work Authorization No.5 (North Branch Drain and Curry Drain) for the engineering services on the design of the culverts at various road crossings. Also, attached are all of the necessary exhibits.

As per Commissioner Garza, please place this on the agenda of next week's Commissioners' Court. Please let me know if you have any questions.
Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1288

April 01, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

PROJECT: Chapa Road (San Manuel)
ENG 10.007

INVOICE No 1 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND RESTAKING RIGHT-OF-WAY.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
Engineering	$3,500.00	100	$3,500.00
TOTAL BUDGET:	$3,500.00	100	$3,500.00

TOTAL EARNED:	$3,500.00
PREVIOUSLY INVOICED:	$ 0.00
TOTAL DUE:	$3,500.00

TOTAL AMOUNT DUE: **$ 3,500.00**

H:\Administration Invoices\ENGINEER INV\2010 10 007 CHAPA ROAD 1) APRIL.wpd

INVOICE RECEIVED BY
_____ on _____
GOODS/SERVICES RECEIVED BY
_____ on _____

APR 01 2010

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1288: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1288** IN THE AMOUNT OF **$3,500.00** FOR **J.E. SAENZ & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638515,**
ACCOUNT: **0-1204-431-00-124-401-0-711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1288

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, April 14, 2010 10:54 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: PLACE INVOICE FOR J.E. SEANZ ON CC
Attachments: Picture 002.jpg; Picture 001.jpg

MORNING PLEASE PLACE THE ATTACHED INVOICE ON THE NEXT CC FOR PAYMENT.

THANKS MUNOZ

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1290

April 14, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

JES PROJECT: Murillo II Subdivision
Right-of-Way Acquisition/Staking Services
ENG 10.010 Murillo II Subdivision

COUNTY : Work Authorization #2
Account No. 0-1204-431-00-124-007-0-711
Agreement No. C-10-072-03-23

INVOICE No 1 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND STAKING SERVICES.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
ROW Acquisition/Staking	$20,000.00	40	$8,000.00

TOTAL EARNED:	$8,000.00
PREVIOUSLY INVOICED:	$ 0.00
TOTAL DUE:	$8,000.00

TOTAL AMOUNT DUE: **$ 8,000.00**

H:\Administration\Invoices ENGINEERING\2010 10 010 MURILLO SUBDIVISION PHASE II\1 April wpd

INVOICE RECEIVED BY: _____ on 4-14-10

GOODS/SERVICES RECEIVED BY: _____ on 4-14-10

C-10-072-03-23

0419 172941 62816 DUE: 4-14-10

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, April 14, 2010 11:45 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: INV ENG1290 FOR CC
Attachments: Picture 001.jpg; Picture 002.jpg

PLEASE PLACE THE ATTACHED INVOICE ON THE NEXT CC.

THANKS MUNOZ

County of Hidalgo Pct. 4

Commissioner Oscar L. Saenz Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1290: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1290** IN THE AMOUNT OF **$8,000.00** FOR **J.E. SAENZ & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638516,**
ACCOUNT: **0-1204-431-00-124-401-0-711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1290

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1288: CONTRACT #10-072-03-23

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SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1288

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1290: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1290** IN THE AMOUNT OF **$8,000.00** FOR **J.E. SAENZ & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638516,** ACCOUNT: **0-1204-431-00-124-007-0-711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1290

AI-20746 **21.C.3.**

Scoring grid "Review Appraisal Services" with TXDot ROWIS A-10 for San Carlos Drainage Improvement Projects

CC REGULAR

Date:	04/20/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Review Appraisal Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Review Appraisal Services with TxDot ROWIS A-10 forms required for Hidalgo County Pct. # 4 "San Carlos Drainage Improvement Project"on an "as Needed Basis" for the duration of the project.
1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Review Appraisal Services Contract with the No.1 ranked firm of _____ for the provision of Review Appraisal Services for Hidalgo County Pct. 4 San Carlos Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified at a later date

Attachments

Link: Grid

Link: request Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/14/2010 04:08 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 04:24 PM	APRV

3	Manuel Chapa	Manuel Chapa	04/15/2010 08:25 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Nielda Cavazos

Started On: 04/12/2010 01:54 PM

Final Approval Date: 04/16/2010

HIDALGO COUNTY PRECINCT NO 4
FOR

Review of Appraisals with (TxDot ROWIS A-10 forms)
"San Carlos Drainage Improvement Projects"
On an as Needed Basis

Scoring & Evaluation GRID

Appraisal Services

Total Scores	HLH Appraisal Services	Professional Services, Inc	Southmost Appraisal Services
Grader 1	91	88	60
Average	91	88	60
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

April 09, 2010

Martha L. Salazar, CPPB/Purchasing Agent
c/o Mrs. Daelene H. Bentancourt, Procurement Process & Datat Mgr.
Hidalgo County Purchasing Department
2812 S Business 281
Edinburg, Texas 78539

Dear Mrs. Bentacourt,

I am requesting the statements of qualifications for the following firms for ranking and selection:

1) Professional Appraisals Services, Inc.
2) HLH Appraisal Services
3) Southmost Appraisals / Adelaido Gonzalez

The proposed firm will be providing "Review of Appraisals" with TxDOT ROWIS A-1O forms for The Hidalgo County Precinct #4 "San Carlos Drainage Improvement Projects" on an "as needed basis" for the duration of the Project.

Should you have any questions or require additional information please feel free to contact me at (956) 383-3112.

Sincerely,

_____

Gloria A. Beltran
Executive Assistant

AI-20786 **21.D.1.**

Automated Tax Collection System-Hidalgo County
CC REGULAR

Date:	04/20/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

Presentation by Armando Barrera, Jr., Hidalgo County TAC/RTA (for the purposes of award) of the negotiated contract with the number one ranked vendor, APPRAISAL AND COLLECTION TECHNOLOGIES (ACT)., for: "AUTOMATED TAX COLLECTION SYSTEM" for with an effective date of July 1, 2010 through-RFP No. 2010-037-02-10-otm.

BACKGROUND

Full term of agreement will be for a five (5) year term, commencing July 1, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Funds available pending AI#20834 CC 4/20/10.

Attachments

Link: SCANNED CONTRACT

Link: ACCEPTANCE SHEET

Link: PARTICIPATION LIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/14/2010 04:03 PM	APRV
2	Budget & Management	Erika Zamora	04/15/2010 04:42 PM	APRV
3	Erika Zamora	Erika Zamora	04/16/2010 04:36 PM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Olga Montero — Started On: 04/14/2010 03:03 PM

Final Approval Date: 04/16/2010

APPRAISAL AND COLLECTION TECHNOLOGIES
COMPUTER SYSTEM LICENSE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into and effective as of the 30th day of March 2010, by and between APPRAISAL AND COLLECTION TECHNOLOGIES ("ACT" and also referred to herein as "Vendor") and HIDALGO COUNTY, Hidalgo County, Texas (the "CUSTOMER"). Appraisal and Collection Technologies is the commercial software division of Linebarger, Goggan, Blair and Sampson, LLP.

1. Definitions.

Certain Capitalized terms not otherwise defined herein shall have the following meanings:

1.1 "Hardware" means any and all hardware, including, but not limited to, that installed by the Vendor in the HIDALGO COUNTY TAX ASSESSOR & COLLECTOR Tax Office to operate the System and any additional hardware subsequently agreed to by the parties.

1.2 "System" means an integrated data processing system including the programming configuration described in the user manual and sometimes referred to as "ACT 7.0", and all upgrades and modifications. The term also includes Hardware as defined herein.

1.3 "User Manual" means an instruction manual designed to teach persons with some knowledge of tax collection to use the System.

1.4 "Works" means the System, source code for the system, the application servers, the database servers and the licenses held by the Vendor, and the User Manual.

2. Grant and Acceptance of License.

The Vendor grants to HIDALGO COUNTY a non-exclusive, non-assignable license to use the Works, all subsequent versions, upgrades and modifications, and HIDALGO COUNTY accepts such license, subject to the terms and conditions of this Agreement. Use of the System shall include copying all or any part of the System from storage units or media into the Hardware connecting to the Vendor provided Application Servers and processing of data with the System, and modifying the System, and use of the User Manual shall consist of such reference to such Works as may be necessary in connection with such use of the system.

3. Term of License.

The license granted hereby shall commence on July 1, 2010 and shall continue for 5 years unless sooner terminated as provided herein.

3.1 Nine (9) months prior to the end of the five (5) year contract period ACT agrees to provide the Hidalgo County Tax Office with terms for annual renewal of the software service agreement. Terms and consideration to be subject to approval by Hidalgo County.

4. Proprietary Rights and Limitations on License.

CUSTOMER acknowledges that the Works are the confidential and proprietary property and trade secrets of the Vendor or licensors of the Vendor. Accordingly, HIDALGO COUNTY agrees that the use and disclosure of the Works must be carefully and continuously controlled, subject to all present or future legal requirements, including but not limited to the Texas Public Information Act. HIDALGO COUNTY further understands and acknowledges that the Works are subject to the Copyright Laws of the United States.

4.1 Title. Title to the Works and each component part thereof shall not pass to HIDALGO COUNTY pursuant to this Agreement. HIDALGO COUNTY shall keep the Works and each component or part thereof free and clear of all claims, liens and other encumbrances, except only those of the Vendor. Any purported claim, lien or encumbrance, voluntary or involuntary, by HIDALGO COUNTY on the Works or any part thereof shall be void. All modifications or changes to the Works made by the Vendor are the sole property of the Vendor. HIDALGO COUNTY shall have no ownership interest in such modifications, whether or not such modifications are performed pursuant to this Agreement, except as hereinafter provided.

4.2 Use. The Works made the subject of this license are for the exclusive use by the HIDALGO COUNTY and any successor officer or officers performing the authorized functions to which this license extends. This license only extends to the use of the Works in connection with the authorized functions of the HIDALGO COUNTY.

4.3 Other Restrictions. HIDALGO COUNTY agrees not to, without the prior written consent of the Vendor, (i) sell, lease, loan, license, sub-license, assign or transfer, for or without consideration, all or any part of the Works or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of HIDALGO COUNTY or any other political subdivision under the supervision of the HIDALGO COUNTY Commissioners, in which case HIDALGO COUNTY shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of HIDALGO COUNTY under and becomes bound by the terms and conditions of the Agreement; (ii) copy, reproduce or otherwise duplicate all or any part of the Works other than in connection with the use of the System by HIDALGO COUNTY as expressly permitted hereunder; or (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, all or any part of the Source Code or, if the Source Code has been obtained by HIDALGO COUNTY hereunder, any program

or set of programs performing substantially equivalent functions as those performed by the System. The Works shall be kept in a secure place under access and use restrictions not less stringent than those restrictions imposed upon HIDALGO COUNTY most valuable and sensitive software and related materials.

4.4 Unauthorized Use. HIDALGO COUNTY agrees to notify the Vendor immediately of the possession, use or knowledge of any part of the Works by any person not authorized by this Agreement to have such possession, use or knowledge. HIDALGO COUNTY will promptly furnish the Vendor full details of such possession, use or knowledge and will assist the Vendor in preventing the recurrence of such possession, use or knowledge.

Vendor warrants that it will not, without express written authorization from the Hidalgo County, export and distribute any data belonging to Hidalgo County.

4.5 Backup Files. Copies of all or any part of the System made by HIDALGO COUNTY in accordance with backup procedures shall not constitute copies thereof for the purposes of Section 4.4 (ii) above.

4.6 Inspection. To assist the Vendor in the protection of its proprietary rights in the Works, HIDALGO COUNTY shall permit representatives of the Vendor to inspect at all reasonable times any location at which the Works are being used or kept.

5. System Costs.

5.1 Use Fee. Vendor will charge an annual Use Fee of Three Hundred and Sixty Thousand Dollars ($360,000) commencing July 1, 2010.

5.2 Payment Schedule:

Invoices will be provided to HIDALGO COUNTY by ACT for Quarterly Payments of said License and System. Payments will be submitted to ACT by HIDALGO COUNTY by the first month of each annual quarterly period.

5.3 Telecommunication and Data Transmission Lines; Internet. The Vendor shall not be responsible for the cost of local connections for telecommunication lines, data transmission lines, and internet services including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for HIDALGO COUNTY TAX ASSESSOR & COLLECTOR to use the System in the manner intended. The Vendor agrees to assist HIDALGO COUNTY in acquiring these services and verifying their adequacy for the purpose intended, but the Vendor does not assume liability for the proper functioning of these services or for any loss to HIDALGO COUNTY due to failure, degradation, or

alteration of these services. The Customer will pay for all non-local costs for telecommunication lines and data transmission lines including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for HIDALGO COUNTY TAX ASSESSOR & COLLECTOR to use the System in the manner intended. Non-local costs include any required communication costs between the System and off-site locations of the Vendor. The costs to connect the main tax office to the ACT processing center are included in the above Use Fee.

6. Warranty and Technical Support.

6.1 Warranty. The Vendor warrants that it has good title to the Works and the right to license its use to HIDALGO COUNTY free of any proprietary rights, liens, or encumbrances of any other party. The Vendor further warrants that it will timely implement changes into the System to meet state mandated requirements as contained in the Property Tax Code as published by the Texas State Comptroller. The warranty shall extend to all modifications and additions to the Works by the Vendor unless the modification has been requested by HIDALGO COUNTY and the Vendor has advised against the modification.

THIS WARRANTY SHALL NOT EXTEND TO ANY PORTION OF THE WORKS AFFECTED BY HIDALGO COUNTY-MODIFIED OR ADDED PORTIONS OF THE WORKS.

6.2 Disaster Recovery. The Vendor shall furnish the HIDALGO COUNTY with a written description of a System disaster recovery plan. Such plan shall include procedures to insure System downtime is limited to less than 72 hours. The Tax Assessor-Collector shall promptly approve or disapprove such plan; approval shall not be unreasonably withheld.

7. Termination.

7.1 Termination by HIDALGO COUNTY TAX. HIDALGO COUNTY may terminate this Agreement at any time with thirty (30) days written notice. Upon notice of termination, Vendor shall promptly export all data related to Customer and publish such data in a manner easily processed by knowledgeable data processing professionals.

7.2 Termination by the Vendor. The Vendor may terminate this Agreement with 180 days notice. Vendor shall promptly export all data related to Customer and publish such data in a manner easily processed by knowledgeable data processing professionals

8. General.

8.1 Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be duly served when deposited in the United States mail, postage pre-paid and addressed to the party to be notified, or by delivering the same in person to such party. Notices given by mail in the manner herein above described shall be deemed received three days after the date mailed. For purposes of notice, the addresses of the parties shall be as follows:

(i) to the VENDOR for payments:

Appraisal and Collection Technologies
P. O. Box 17428
Austin, Texas 78760

(ii) to the VENDOR for any other reason:

Mr. Jim Brod
Director
Appraisal and Collection Technologies
911 Central Parkway North
San Antonio, Texas 78233

(iii) to HIDALGO COUNTY:

HIDALGO COUNTY TAX OFFICE
2804 South Bus Hwy 281
Edinburg, Tx. 78539
or
P.O. Box 178
Edinburg, Texas 78540

The Vendor or Customer may advise the other party by written notice any other contact person or contact address given in the manner herein above required.

8.2 Partial Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable as applied to any person or any circumstance, the validity, illegality and enforceability of the remaining provisions hereof and of such provision as applied to other persons and in other circumstances shall not in any way be affected or impaired thereby.

8.3 Headings. The headings in this Agreement are intended only for convenience of reference and shall not in any way affect or be relied upon in the interpretation or construction of the terms of this Agreement.

8.4 Authority of Signatories. The individuals executing this Agreement on behalf of the Vendor and HIDALGO COUNTY do each hereby represent and warrant that they have been duly authorized by the Vendor or governing body to execute this Agreement on behalf of such principal.

8.5 Confidential Information. The Vendor and HIDALGO COUNTY each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party. The Vendor and HIDALGO COUNTY agree to treat all such information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement.

8.6 Joint Cooperation. The Vendor and HIDALGO COUNTY agree to cooperate in good faith and in a reasonable prudent business manner with each other in furtherance of the objectives of this Agreement and the performance of their respective obligations hereunder.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas **AND IS PERFOMABLE IN HIDALGO COUNTY, TEXAS.**

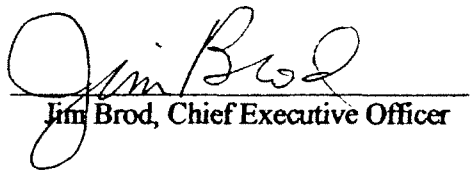
8.8 Assignability; Binding Effect. Except as otherwise provided in this Agreement or the Contract, neither the rights nor the obligations of HIDALGO COUNTY under this Agreement, nor any part thereof, may be assigned or otherwise transferred without the prior written consent of the Vendor. Subject to the foregoing, this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.9 Entire Agreement and Amendment. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written and all contemporaneous oral agreements between the parties concerning the subject matter thereof. This Agreement may be amended only by a writing signed by both parties hereto.

8.10 Indirect or Consequential Damages. Except as provided for in this Agreement, neither the Vendor nor the CUSTOMER shall be liable to the other for special, indirect or consequential damages resulting from the breach of or arising out of this Agreement including, without limitation, loss of profit, business interruption, or inability to satisfy obligations to third parties.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement effective as of the date first above written.

APPRAISAL AND COLLECTION TECHNOLOGIES

By: 
Jim Brod, Chief Executive Officer

HIDALGO COUNTY

By:_____
Rene Ramirez,
Hidalgo County Judge

Attested By:_____
Arturo Guajardo Jr.
Hidalgo County Clerk

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY TAX OFFICE	
PROPOSAL ACCEPTANCE DATE: **FEBRUARY 10, 2010**	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: AUTOMATED TAX COLLECTION SYSTEM	
PROPOSAL NO: 2010-037-02-10-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	TRUE AUTOMATION, INC.	√
#02	APPRAISAL & COLLECTION TECHNOLOGIES	√
#03		
#04		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: FEBRUARY 10, 2010 RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM"** RFP NO: **2010-037-02-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1.Linebarger Goggan Blair & Sampson, LLP (Tito Salinas)	Email	titos@publicans.com Olga M	1/27/10	205 S Pin Oak Ave Edinburg, TX 78539 Tel. 956-383-4500
2.National Sales, True Automation, INC. (Manuel Araujo)	Email	manuel.araujo@truautomation.com Olga M.	1/27/10	2600 Technology Dr, Ste 900 Plano, TX 75074 972-881-1858
3.Custom Software (Danny Reyna)	Email	customsoftwaremc@hotmail.com Olga M.	1/27/10	1507 Hawk Circle McAllen, Tx 78504 (956) 655-3936
4.Metavante Corporation (Anfrea Brumley)	Email	abrumley@link2gov.com Olga M.	1/27/10	1 Burton Hills B lvd., Ste300 Nashville, TN 37215 Tel. 615-665-6715
5.Glen J. Godwin ADDISON LTD, LLC	Email	gigodwin@aol.com Olga M.	1/27/10	5886 Devala Rd #102/210 San Antonio, Tx 78249 (210) 722-5090
6. Appraisal & Collection Technologies (Cindy Bylander)	Email	Cindy.bylander@publicans.com Olga M.	1/27/10	911 Central Parkway N Ste #200 San Antonio, Tx 78232 210-403-8670
7. CR Software inc. (Laverne Dailey)	Email	Laverne.dailey@crsoftwareinc.com Olga M.	1/27/10	Tel 800-222-1722 4035 Ridge Top Rd. Ste #600 Fairfax Virginia 22030
8.Purepay Receivables Creditron (Susan Harrington)	Email	sdawson@pure-pay.com Olga M.	1/27/10	Tel 972-235-1968 15800 Crabbs Branch Way Ste 210-Rockville MD 20877
9.TaxPro, LLC	Email	melissab@gowithtaxpro.com Olga M.	1/27/10	124 West Capitol Ave Ste 876 Little Rock, AR 72201 Tel 501-246-8060
10.TATA Consultancy Services Limited (TCS) (Bob Carberry)	Email	b.carberry@tcs.com Olga M.	1/27/10	50 Utley Drive Camp Hill, PA 17011 Tel 717-319-8347
11.Official Payments Corp. (William F. Brinkley)	Email	wbrinkley@tier.com Olga M	1/27/10	177 Technology Parkway Auburn, AL 36830 Tel 334-321-7403
12.Manatron (Kristen Utrecht)	Email	Kristen.Utrecht@Manatron.com Olga M.	1/27/10	510 E. Milham Ave Portage, Mi 49002 269-567-2900

13.Distinctively Remembered	Email	relentlessmediaworks@yahoo.com	02/08/10	5239 Eisenhauer Road, Ste 221-San Antonio, Tx 78229 210-949-0300
14. Easy Access, Inc Mike Braun	Email	mgbraun@hecorp.com	02/08/10	4200-A N. Bicentennial Dr. McAllen Tx 78504 (956) 682-3466
15. AmCad James A Brown	Email	jbrown@AMCAD.COM	02/05/10	220 Spring Street Herndon, VA 20170 215-361-7332
16.Pacific Blue Software Prince Dockery	Email	www.pacificbluesoftware.com	02/05/10	7320 East Fletcher Ave Tampa, Fl 33637
17. Manatron	Email	Andrew.mclean@manatron.com	02/05/10	
18. Strategic Partnerships, Inc	Email	estith@partnerships.com	02/02/10	901 S. Mopac Expressway Austin, Tx 78746 512-531-3918

*VIA: **IN PERSON (IP)** **E-MAIL (EM)**
TELEPHONE REQUEST (TR) **FACSIMILE(FAX)**
BIDDER LIST MAIL OUT (BLM)

AI-20776 **21.E.1.**

Application for Payment No. 4-Retainage Release, & Certificate of Construction Completion - Basham Subdivision No. 18 Precinct No. 3

CC REGULAR

Date:	04/20/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Acceptance and approval, including but not limited to, the following items submitted by awarded contractor, Total Commitment, LLC and as reviewed by project engineer, Javier Hinojosa Engineering for Basham Subdivision #18 -C-CAP 09-286-08-25;

a. Application for Payment No. 4 (Retainage Release) in the amount of $10,283.36;

b. “Certificate of Construction Completion” reflecting the completion date of January 5, 2010;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-206-00-000-005-0-000

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

BUDGETARY IMPACT:

Funds available in P.O. #630130 for retainage payable as of 4/16/10 is $10,283.36.

Attachments

Link: Application for Payment No. 4 Retainage Release Basham Subdivision No. 18

Link: Certificate of Construction Completion Basham Subdivision No. 18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/14/2010 01:52 PM	APRV
2	Purchasing Department	Marty Salazar	04/14/2010 03:11 PM	APRV
3	Budget & Management	Erika Zamora	04/14/2010 03:49 PM	APRV
4	Perla Lopez	Perla Lopez	04/16/2010 09:25 AM	APRV
5	Auditor's Office	Angela Garcia	04/16/2010 05:29 PM	APRV

Form Started By: Marcie Jackson Started On: 04/14/2010 11:28 AM

Final Approval Date: 04/16/2010

AI-20776 4/20/10

APPLICATION FOR PAYMENT NO. 4 - RETAINAGE

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PCT#3 COLONIA ACCESS PROGRAM ROUND 3 ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18
Project: HIDALGO COUNTY PCT#3 COLONIA ACCESS PROGRAM ROUND 3 ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18
Owner's Contract No. C-CAP-09-286-08-25 Engineer's Project No. 81102
For Work accomplished through the date of: March 29, 2010

1. Original Contract Price:		$104,309.12
2. Net change by Change Order and Written Agreements(+or-):		-$1,475.50
3. Current Contract Price (1 plus 2):		$102,833.62
4. Total completed and stored to date:		$102,833.62
5. Retainage (per Agreement):		
10% of completed Work:	$0.00	
of stored material		
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$102,833.62
7. Less previous Application for Payments:		$92,550.26
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$10,283.36

Accompanying Documentation:
- *APPLICATION OF CERTIFICATION OF PAYMENT
- *SCHEDULE OF VALUES
- *ESTIMATE QUANTITY UPDATE WORK SHEET
- *LIST OF SUPPLIERS AND SUBCONTRACTORS
- *PARTIAL WAIVER OF LIENS
- *TXDOT FORM 252 CONTRACT TIME STATEMENT
- *PAYROLL REPORT W/ SIGNED WAGE FORMS

REQ# 163188 P.O.# 630130
0-1312-206-00-000-005-0-000→$10,283.36
BASHAM SUBDIVISION NO. 18

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 3-29-2010

TOTAL COMMITMENT, LLC
CONTRACTOR
By: _____
PEDRO A. GUTIERREZ JR.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of March 2010

Notary Public
My Commission expires: 7.6.13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 4/7/10

JAVIER HINOJOSA ENGINEERING
ENGINEER
By: _____
JAVIER HINOJOSA, P.E.

Exhibit E-C

INVOICE RECEIVED BY: _____ ON 4/8/10
GOODS/SERVICES RECEIVED BY: _____ ON 4/8/10

TOTAL COMMITMENT, LLC	Contractor Name
0/15/2009	Starting Date
1/13/2010	Project Ending Date
10%	Retainage Percent

Application No.	4 (RETAINAGE)
Application Date:	4/7/2010
Period To:	1/13/10 - 03/29/10
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080082	Basham Subd. #18	$ 104,309.12	$ 102,833.62	$ 10,580.00	$ 39,755.12	$ 52,498.50	$ 102,833.62	$ -	$ 10,283.36	$ 102,833.62	$ 92,550.26	$ 10,283.36
		$ 104,309.12	$ 102,833.62	$ 10,580.00	$ 39,755.12	$ 52,498.50	$ 102,833.62	$ -	$ 10,283.36	$ 102,833.62	$ 92,550.26	$ 10,283.36

TOTAL COMITMENT, LLC	Contractor Name
10/15/2009	Starting Date
1/13/2010	Project Ending Date
ROAD & DRAINAGE - BASHAM SUBD. NO. 18	Engineer's / County Project Description

Application No.: 4 (RETAINAGE
Application Date: 4/7/2010
Period To: 1/13/10 - 03/29/10
Engineer's / County Project No.: C-CAP-09-286-08-25

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																						
		BASHAM SUBDIVISION NO. 18																						
1	100	Preparig ROW	STA	$ 4.00	13.78	$ 55.12	$ 4.00	13.78	$ 55.12	-	0.00	$ -	13.78	13.78	$ 55.12			$ -	-	13.78	$ -	$ 55.12	0.00	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 5.00	4675.00	$ 23,375.00	$ 5.00	4675.00	$ 23,375.00	-	0.00	$ -	2338	2338	$ 11,690.00	2,337	4,675	$ 11,685.00	-	4,675.00	$ -	$ 23,375.00	0.00	$ -
3	251	Reworking BS Mtrl. (DC)	SY	$ 2.00	4675.00	$ 9,350.00	$ 2.00	4675.00	$ 9,350.00	-	0.00	$ -	4675	4675	$ 9,350.00			$ -	-	4,675.00	$ -	$ 9,350.00	0.00	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 3.50	935.00	$ 3,272.50	$ 3.50	935.00	$ 3,272.50	-	0.00	$ -		-	$ -	935	935	$ 3,272.50	-	935.00	$ -	$ 3,272.50	0.00	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 6.50	4185.00	$ 27,202.50	$ 6.50	3958.00	$ 25,727.00	-	0.00	$ -		-	$ -	3,958	3,958	$ 25,727.00	-	3,958.00	$ -	$ 25,727.00	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 900.00	1.50	$ 1,350.00	$ 900.00	1.50	$ 1,350.00	1.00	0.00	$ 900.00	0.5	1.50	$ 450.00			$ -	-	1.50	$ -	$ 1,350.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 11.00	30.00	$ 330.00	$ 11.00	30.00	$ 330.00	-	0.00	$ -		-	$ -	30	30	$ 330.00	-	30.00	$ -	$ 330.00	0.00	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 2.00	490.00	$ 980.00	$ 2.00	490.00	$ 980.00	490.00	0.00	$ 980.00		490.00	$ -			$ -	-	490.00	$ -	$ 980.00	0.00	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 1.00	490.00	$ 490.00	$ 1.00	490.00	$ 490.00	-	0.00	$ -		-	$ -	490	490	$ 490.00	-	490.00	$ -	$ 490.00	0.00	$ -
10		Relocate Mail Boxes	LS	$ 700.00	1.00	$ 700.00	$ 700.00	1.00	$ 700.00	-	0.00	$ -	0.5	0.50	$ 350.00	0.5	1	$ 350.00	-	1.00	$ -	$ 700.00	0.00	$ -
		Total Roadway BASHAM SUBDIVISION NO. 18			$	67,105.12		$	65,629.62		$	1,880.00		$	21,895.12		$	41,854.50		$	-	$ 65,629.62	$	-
		DRAINAGE																						
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.00	887.00	$ 10,644.00	$ 12.00	887.00	$ 10,644.00	-	0.00	$ -			$ -	887	887.0	$ 10,644.00	-	887.00	$ -	$ 10,644.00	0.00	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	330.00	$ 9,900.00	$ 30.00	330.00	$ 9,900.00	-	0.00	$ -	330.00	330.00	$ 9,900.00			$ -	-	330.00	$ -	$ 9,900.00	0.00	$ -
13	556	15" ADS Culvert Pipe	LF	$ 15.00	980.00	$ 14,700.00	$ 15.00	980.00	$ 14,700.00	580.00	0.00	$ 8,700.00	400.00	980.00	$ 6,000.00			$ -	-	980.00	$ -	$ 14,700.00	0.00	$ -
14	556	18" RCP Culvert Pipe	LF	$ 18.00	70.00	$ 1,260.00	$ 18.00	70.00	$ 1,260.00	-	0.00	$ -	70.00	70.00	$ 1,260.00			$ -	-	70.00	$ -	$ 1,260.00	0.00	$ -
15	556	Safety End Treatment	LF	$ 350.00	2.00	$ 700.00	$ 350.00	2.00	$ 700.00	-	0.00	$ -	2.00	2.00	$ 700.00			$ -	-	2.00	$ -	$ 700.00	0.00	$ -
		Total Drainage BASHAM SUBDIVISION NO. 18			$	37,204.00		$	37,204.00		$	8,700.00		$	17,860.00		$	10,644.00		$	-	$ 37,204.00	$	-
		Grand Total for Basham Sub. No. 18			$	104,309.12		$	102,833.62															

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

4/7/10
Date

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 5th DAY OF JANUARY,2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: August 25, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Total Commitment, LLC
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Basham Subdivision No. 18

CONTRACT NO: C-CAP-09-286-08-25
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. **That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:**
   None

2. **That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.**

3. **That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.**

4. **That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.**

5.

Amount of Original Contract	**$104,309.12**
Present Amount of Contract	**$102,833.62**
Total Amount of earned to Date	**$102,833.62**
Less: previous payments	**$ 92,550.26**
Balance	**$ 10,283.36**
Authorized deductions	**$ 0.00**
AMOUNTY OF FINAL PAYMENT	**$ 10.283.36**

6. That the final payment in the amount of Ten Thousand Two Hundred Eight-Three Dollars and Thirty-Six Cents ($10,283.36) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Total Commitment, LLC

By: Pedro A. Gutierrez, Jr.

Title: Member

CONCURRED BY:

Hidalgo County Judge

By: Rene A. Ramirez

Title: County Judge

AI-20768 **21.F.1.**

Award - Repairs, Installation and Removal of Communications & Radio Tower Misc. Equipment

CC REGULAR

Date:	04/20/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Presentation for award to the lowest bid received and meeting all specifications and requirements including approval of contract for: "Repairs, Installation and Removal of Communications & Radio Tower Misc. Equipment"- Hidalgo County Sheriff's Office. RFB No. 2010-105-03-31-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

Available balance as of 4-16-10 $100,365.20.

Attachments

Link: TAB SHEET

Link: PARTICIPATION LIST

Link: RECOMMENDATION LETTER

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/14/2010 03:03 PM	APRV
2	Budget & Management	Erika Zamora	04/14/2010 03:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/16/2010 09:25 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Olga Montero Started On: 04/14/2010 08:50 AM

Final Approval Date: 04/16/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: MARCH 31, 2010	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"

BID NO: 2010-105-03-31-otm	BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	BID PRICE
#1	**Tri-County Communications**	**Part I Repairs:** **(a) $77.00 per/hr – normal business hrs** **(b) $115.50 per/hr – after hours, weekends & holidays** **(c) Mark up rate for parts: 22%** **Part II-Removal/Installation** **(a) $77.00 per/hr – normal business hrs** **(b) $115.50 per/hr – after hours, weekends & holidays** **(c) Mark up rate for parts: 22%**
#2	**South Texas Communications, Inc.**	**Part I Repairs:** **(a)$60.00 per/hr – normal business hrs** **(b)$90.00 per/hr – after hours, weekends & holidays** **(c) Mark up rate for parts: 15%** **Part II-Removal/Installation** **(a)$60.00 per/hr – normal business hrs** **(b)$90.00 per/hr – after hours, weekends & holidays** **© Mark up rate for parts: 15%**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: MARCH 31, 2010 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE-REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISC. EQUIP. BID NO.: 2010-105-03-31-OTM

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
Nexwave Communications sales@nexwave-rgv.com	Email	OLGA MONTERO	3/17/10	117 W. Nolana Loop McAllen Tx 78504 (956) 994-3007
South Texas Communications stcradios@stcradios.com	Email	OLGA MONTERO	3/17/10	709 E. Pecan Blvd. McAllen, Tx 78501
Communications Etc. communicationseta@sbcglobal.net	email	OLGA MONTERO	3/17/10	421 S. Broadway McAllen Tx 78501
Mobile Relays ssanchez@mobilerelays.com	Email	OLGA MONTERO	3/17/10	515 S. 12th St. McAllen Tx 78501
Video Sound & Lights	Ip	OLGA MONTERO	3/17/10	3716 S. US Hwy 281
Tri-County Communications (956) 447-8440	Email	OLGA MONTERO	3/17/10	1421 E. Pike Blvd. Weslaco, Tx 78596
Lattice Communications, Inc. carter@latticebiz.com	Email	OLGA MONTERO	3/17/10	1138 White Ivy Place NE
Charlene Whitfield	Email	OLGA MONTERO	3/17/10	Cw_whitfield@sbcglobal.net
Bright Light , Inc.. dba/BL Tower Construction	Email	OLGA MONTERO Sharon@blconstruction.com	3/18/10	Tel: 918-834-8020
JTS Requested by: Kyle Fuller	Email	OLGA MONTERO kyle@jts.net	3/18/10	5310 S. Cockrell Hill Road Dallas, T/x 75236 Tel: 972-620-1435 x 125
Valmont Industries INC. Requested by: Larry Grimes	Email	OLGA MONTERO	3/16/10	2033 McDermott Ste. 320/259 Allen, TX 75013 Tel: 972-517-0610
Quality Tower Services, LTD Requested by: Meredith Steves	Email	OLGA MONTERO Meredith@specialtydrilling..com	3/16/10	1630 Elmview Drive Houston, TX 77080 Tel: 713-722-9119
Preferred Tank & Tower Inc. Requested by: Pam White	Email	OLGA MONTERO pwhite@preferredtower.com	3/17/10	5444 East Indiana Street, PMB374 Evansville, IN 47715
Granger Telecom Corporation Joseph Mendoza	Email	OLGA MONTERO jmendoza@grangertelecom.com	3/17/10	22 Corgey Road Pleasanton, Tx 78064 Tel: 830-569-8088
Link America Whitney P. Laning	Email	OLGA MONTERO Whitney.laning@linkam.com	3/19/10	3002 Century Drive Rowlett, Tx 75088 214-272-2886 office
FireSafe Protection Services Steve McCarroll	Email	OLGA MONTERO deppolito@att.net	3/25/10	1815 Sherwood Forest Houston, Tx 77043 713-722-7800
Atlas Technologies, Inc. Johnny Partain	In person	OLGA MONTERO	3/26/10	7020 N. 16th Street McAllen, Tx 78504 956-240-1821

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

RECEIVED
APR 13 2010
By

TO: Hon. Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
ATTN: **Richard Ozuna** and/or **Juan Tapia**

FROM: Olga Montero, Buyer
Hidalgo County Purchasing Department

DATE: March 31, 2010

RE: **BID NO. 2010-105-03-31-otm**
BID - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"

Enclosed, for your review, comments and recommendations, please find a copies of the two (2) bids received the referenced bid project.

Please submit your recommendation letter as soon as possible, in order to place on Commissioner's Court Meeting for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 10-1106-421-00-280-001-0-432

Award to Vendor(s): South TEXAS COMM.

RECEIVED BY COUNTY AUDITOR
2010 APR 13 PM 2 28

Should you have any questions, or require further information, please do not hesitate to call me at (956) 292-7000 Ext. 4859

Thank you for your attention and cooperation to this matter.

Encl.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-2010-105-04-20

THIS CONTRACT is made and entered into this 20th day of April, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **SOUTH TEXAS COMMUNICATIONS, INC.,** a Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Sheriff's Office** for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by Hidalgo County Sheriff's Office or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for the period beginning April 20, 2010 and ending December 31, 2010, with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, 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".

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:	**SOUTH TEXAS COMMUNICATIONS, INC.** **Attn: James L. Ewing, Vice-Pres.** **709 East Pecan/PO BOX 3712** **McAllen, Texas 78502**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's

written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr

COMPANY:
SOUTH TEXAS COMMUNICATIONS, INC.

BY: _____
PRINTED NAME: _____
TITLE: _____

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By:_____ date:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-otm

SPECIFICATIONS

Project Overview:
The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

2. 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.

3. Vendor shall have been in business (in this field) for a minimum of five (5) years.

4. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for. Information should include, but not limited to the following:

   a) company
   b) contact person
   c) phone number
   d) work preformed
   e) contract term

5. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.

6. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.

7. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

8. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.

9. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

10. Vendors submitting bid must guarantee work performed.

11. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.

12. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.

13. Vendor must maintain all proper insurances for duration of contract (refer to Exhibit "C").

14. For all prices for repairs, removals, installations and programming shall include consideration for time and labor.

15. The term of the contract will commence upon approval of commissioner court to December 31, 2010 and may be extended at the sole discretion of County for two (2) additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid for next contract term.

Hidalgo County reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

ADDITIONAL INFORMATION: Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business 281 (New Administration Bldg.), Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, March 24, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, March 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

S P E C I F I C A T I O N S

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). **Base Radio Council :**

A. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). **Radio Tower Equipment(offsite or on-site):**

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). **Miscellaneous Equipment:**

A. Headsets
B. Microphones

4). **Portable Radio / mobile radios:**

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed,that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a 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)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1.Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1.Technician _____ Per Hour

C. Mark Up (%)Rate For Parts:_____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN:_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

S P E C I F I C A T I O N S

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). Base Radio Council :

A.. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment(offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician _____ Per Hour

C. Mark Up (%)Rate For Parts:_____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN_____

PLEASE STATE ALL WARRANTIES:_____
VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a 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)**.

HOURLY RATES:

A. Normal Business Hours 8:00 A.M. to 5:00 P.M. **(please fill in time)**

1.Technician $ 60.00 Per Hour

any other hours which are not "Normal Business Hours"

B. After Hours, Weekends & Holidays ___ to ___ **(please fill in time)**

1.Technician $ 90.00 Per Hour

C. **Mark Up (%)Rate For Parts:** 15%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: On Site Arrival

PLEASE STATE ALL WARRANTIES: 60 Days

VENDOR / COMPANY NAME: South Texas Communications, Inc.

ADDRESS: 709 East Pecan

CITY/STATE/ZIP CODE: McAllen, Texas

PHONE NUMBER: 956-687-8551

CELLULAR & PAGER NUMBERS: 956-457-5895

FAX NUMBER: 956-687-1735

AUTHORIZED SIGNATURE: James L Ewing

PRINTED NAME: James L. Ewing

TITLE: V.P.

DATE: 3-31-10

OPENED
9:49am
3/31/2010

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

Witnessed

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2010-105-03-31-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours 8:00 A.M. to 5:00 P.M. **(please fill in time)**

1. Technician $ 60.00 Per Hour

B. After Hours, Weekends & Holidays any other hours which are not "Normal Business Hours" to **(please fill in time)**

1. Technician 90.00 Per Hour

C. Mark Up (%)Rate For Parts: 15 %

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN On site Arrival

PLEASE STATE ALL WARRANTIES: 60 Days
VENDOR / COMPANY NAME: South Texas Communications Inc.

ADDRESS: 709 East Pecan

CITY/STATE/ZIP CODE: McAllen, Texas 78501

PHONE NUMBER: 956-687-8591

CELLULAR & PAGER NUMBERS: 956-457-9895

FAX NUMBER: 956-687-1735

AUTHORIZED SIGNATURE: James L Ewing

PRINTED NAME: James L. Ewing

TITLE: V.P.

OPENED

DATE: 3-31-10

9:49am

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED. 3/31/2010

Witnessed

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2010

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED South Texas Communications, Inc.
P O Box 3712
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	41297
INSURER B: American Hallmark Ins Co of TX	
INSURER C: Texas Mutual Insurance Company	0060
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1107397	01/01/2010	01/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	44-CL-431726-05	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TSF-0001197624	02/01/2010	02/01/2011	[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
Attn: Purchasing Department
2812 S Highway Bus 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
Kent Shepard/CL03

ACORD 25 (2009/01)

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AI-20816 **21.G.2.**

Purchase -New 2010-500 Silverado 4x4 Crewcab-J'09 Drainage Imp. Project
CC REGULAR

Date:	04/20/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Approval to purchase one (1) New 2010 Chevrolet 1500 Silverado 4x4 Crewcab PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of $26,929.00 to include but not limited to administration fee's and delivery fees for J-09 Drainage Improvement Project-Procurement #2010-094-OGG).

BACKGROUND

As approved and requesed by Godfrey Garza. Funding for proposed purchase appropriated by Budget under acct #0-1341-431-50-115-080-0-741.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-080-0-741

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Acct #0-1341-431-50-115-080-0-741 (CO2009B&C-DD#1-VEHICLES)
Available balance $35,000.00 as of 04/16/10. rc

Attachments

Link: 10-094 quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/15/2010 04:47 PM	APRV
2	Budget & Management	Erika Zamora	04/16/2010 09:23 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/16/2010 10:24 AM	APRV
4	Auditor's Office		04/16/2010 05:29 PM	NEW

Form Started By: Oscar Garza Started On: 04/15/2010 03:11 PM

Final Approval Date: 04/16/2010

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarggarza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: MARCH 22, 2010	
Department: HIDALGO COUNTY PCT. 4 DRAINAGE DEPT. / HCDDI	
Name of Approving Elected Official/Department Head/Supervisor: GODFREY GARZA, DISTRICT MANAGER	
Point of Contact: JAIME J. SALAZAR	Contact Phone Number: 956.292.7080 Contact Fax Number: 956.292.7089
Contact E-Mail: JAIME.SALAZAR@hcddl.org	
Budget Account Number:	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required.

SEE ATTACHED

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	4/14/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4 DRAINAGE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 X4857	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	OSCARG.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2010 CHEVROLET 1500 SILVERADO 4X4 CREWCAB SWB CK10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4.8LV8	INCL	HD GRILLE GUARD TUBULAR-BRUSH TYPE	440
AUTOMATIC	INCL	TILT WHEEL	INCL
AIR CONDITION	INCL	40-20-40 VINYL SEATS W/FULL RUBBER FLOOR	INCL
FOUR WHEEL DRIVE 4X4	INCL	FACTORY STEP BUMPER	INCL
AM/FM	INCL		
LOCKING DIFFERENTIAL G80 ***	236		
TRAILER TOW PACKAGE Z82***	294	Subtotal From Additional Sheet(s):	
HD SUSPENSION Z85	95	**Subtotal B:**	1065

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SKID PLATE PACKAGE NZZ***	150		
SPARE TIRE LOCK SAF	15		
LT245/70R17 ALL TERRAIN 5 PLY QXR	200	Subtotal From Additional Sheet(s):	
		Subtotal C:	365

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	1%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	W/T PACKAGE -FREIGHT SAVER PACKAGE	-2250
EXTERIOR COLOR WHITE W/VINYL INTERIOR	INCL		
		Subtotal D:	-1557

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					26329
Quantity Ordered:	1	X **Subtotal of A + B + C + D:**	26329	= **Subtotal E:**	26329
F. H-GAC Fee Calculation (From Current Fee Tables)				**Subtotal F:**	600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	90-120 DAYS APPX	**H. Total Purchase Price (E+F+G):**	26929

Account Inquiry - FAINQ01A 02/25/09 2:55 pm

Account No 0-1341-431-50-115-080-0-741 Accounting Period 04 Period YTD 264325 pg 01 -1 1 1

Acct. Year 0 Previous Year Info. Description CO2009B&C-DD#1-VEHICLES

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	35,000.00	.00	.00	35,000.00
YTD	.00	35,000.00	.00	.00	35,000.00
PRE	.00	.00	.00	.00	.00
TOT	.00	35,000.00	.00	.00	35,000.00