

AI-21370

6.D.

**CL-07-3004-A; Manzanares v. County of Hidalgo
CC REGULAR**

Date: 06/01/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Steve Crain
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

CL-07-3004-A; Manzanares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 09:30 AM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 08:26 AM	APRV
3	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Monica Badillo
Started On: 05/26/2010 09:19 AM

Final Approval Date: 05/28/2010

AI-21416
Closed Session
CC REGULAR

6.E.

Date: 06/01/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Closed Session

Information

CAPTION

Deliberate the offer of a financial or other incentive to a business prospect that Hidalgo County seeks to have locate, stay, or expand in Hidalgo County and with which Hidalgo County is conducting economic development negotiations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 04:01 PM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 04:07 PM	APRV
3	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Erika Reyna
Started On: 05/28/2010 02:30 PM
Final Approval Date: 05/28/2010

AI-21371

7.D.

**CL-07-3004-A; Manzanares v. County of Hidalgo
CC REGULAR**

Date: 06/01/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

CL-07-3004-A; Manzanares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 09:31 AM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 08:27 AM	APRV
3	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Monica Badillo
Started On: 05/26/2010 09:22 AM
Final Approval Date: 05/28/2010

AI-21419
Open Session
CC REGULAR

7.E.

Date: 06/01/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Open Session

Information

CAPTION

Deliberate the offer of a financial or other incentive to a business prospect that Hidalgo County seeks to have locate, stay, or expand in Hidalgo County and with which Hidalgo County is conducting economic development negotiations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 04:02 PM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 04:07 PM	APRV
3	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Erika Reyna
Started On: 05/28/2010 03:53 PM
Final Approval Date: 05/28/2010

AI-21410

10.B.

**Form 8038-CP for Federal Subsidy
CC REGULAR**

Date: 06/01/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to submit Form 8038-CP (Return for Credit Payments for Issuers of Qualified Bonds) to the Department of the Treasury for the interest payment due August 15, 2010 on the Certificates of Obligation, Taxable Series 2009C (Build America Bonds) with authority for Commissioners' Court Executive Officer to sign form.

BACKGROUND

The County needs to file an IRS Form 8038-CP to receive the 35% federal subsidy for the interest payments on the 2009C certificates. This form needs to be filed no sooner than 90 days and no later than 45 days prior to EACH interest payment (2/15 and 8/15).

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 01:42 PM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 02:00 PM	APRV
3	Purchasing Department	Marty Salazar	05/28/2010 02:52 PM	APRV

Form Started By: Sergio Cruz
Started On: 05/27/2010 05:33 PM

Final Approval Date: 05/28/2010

AI-21407

10.C.

Approval of travel to Austin - Raul Sesin

CC REGULAR

Date: 06/01/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Raul Sesin
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to reimburse Raul Sesin, Planning Administator for trip taken on April 21-22, 2010 to Austin to attend Texas Water Development Board Meeting

BACKGROUND

Asked by County Judge to attend -- total reimbursement is \$182.85 (hotel & meals)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-10-210-001-0-583

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

BUDGETARY IMPACT:

Available balance of \$1,701.16 as of 05/28/10.

Attachments

Link: [trip](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 08:21 AM	APRV
2	Erika Zamora	Erika Zamora	05/28/2010 02:39 PM	APRV
3	Olga Garza	Olga Garza	05/28/2010 03:52 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 03:55 PM	APRV
5	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Monica Badillo
Started On: 05/27/2010 04:32 PM

Final Approval Date: 05/28/2010



HIDALGO COUNTY, TEXAS

OUT - OF - COUNTY FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: <u>Raul E. Sesin</u>	DEPARTMENT: <u>Planning</u>
TRAVEL TO CITY: <u>Austin</u>	STATE: <u>Texas</u>
DEPARTURE DATE: <u>4/21/2010</u>	RETURN DATE: <u>4/22/2010</u>
TIME OF DEPARTURE: <u>9:00 AM</u>	TIME OF RETURN: <u>7:30 PM</u>

PURPOSE OF TRIP: Texas Water Development Board Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR						TOTALS
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
Airline / Bus / Train	4/21	4/22	4/23	4/24	4/25	4/26	\$.
Car Rental							.
Gasoline for Car Rental							.
Personal Car Mileage	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE:	(MILEAGE RATE) 210	.
ODOMETER READINGS:						0.50	.
<small>NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.</small>							
Hotel (Excluding Meals)	113.85						113.85
Parking / Tolls							.
Taxi and Other Ground Transportation							.
Telephone							.
Registration Fees							.
MEALS (based upon actual charges) <small>NOTE: When traveling out of state trip and claiming actual meal expenses, receipts must be provided for all days of travel. If not reimbursement will be based on the \$39 per diem.</small>							
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2					
Breakfast (\$9 per diem)		9					
Lunch (\$12 per diem)	12	12					
Dinner (\$18 per diem)	18	18					
Total Actual Meal Expense							
Total Allowable Meal Expense per County Policy (County Employee)	30.00	39.00					69.00
Other (Please explain below):	<small>NOTE: HOTEL WILL REIMBURSE HIDALGO COUNTY \$15.30 FOR TAXES PAID. N/A</small>						

Payee Name	Expense Type	Check No./ P.O. No.	Amount	TOTAL FROM T-4 CONTINUATION FORM
				TOTAL ALLOWABLE EXPENDITURES \$ 182.85
				AMOUNTS ADVANCED TO EMPLOYEE ON: \$.
				TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE \$.
				REMIT TO ME \$ 182.85
				REMITTED TO COUNTY TREASURER ON: \$.
Total			\$.	TREASURER RECEIPT NO. \$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE: [Signature] DATE: 5/11/10
 APPROVED BY: _____ DIVISION DIRECTOR/SUPERVISOR DATE: _____
 APPROVED FOR PAYMENT BY: [Signature] DEPARTMENT HEAD DATE: 5/11/10
 COUNTY AUDITOR'S FORM: T.1.4 (01/10)

0-1100-419-10-210-001-0-583
 GENERAL LEDGER ACCOUNT NUMBER

Note: This report is due no later than 20 calendar days of return from travel.



Courtyard by Marriott
Austin South

4533 South I-h 35
Austin, Tx 78744
T 512.912.1122

R. Sasin

Room: 202

Room Type: GENR

Number of Guests: 1

Rate: \$99.00

Clerk:

Arrive: 21Apr10

Time: 03:41PM

Depart: 22Apr10

Time:

Folio Number: 56930

Date

Description

Charges

Credits

21Apr10

Room Charge

99.00

21Apr10

Room Tax

5.94

21Apr10

City Tax

6.93

21Apr10

City Venue Tax

1.98

22Apr10

American Express

113.85

Card #: AXXXXXXXXXXXXXXXXX1009XXXX

Amount: 113.85 Auth: 506276 Signature on File

This card was electronically swiped on 21Apr10

Balance: 0.00

As a Marriott Rewards member, you could have earned points towards your free dream vacation today. Start earning points and elite status, plus enjoy exclusive member offers. Enroll today at the front desk, MarriottRewards.com, or 801-468-4000.

Want your final hotel bill by email? Just ask the Front Desk! See "Internet Privacy Statement" on Marriott.com.

AGENDA
TEXAS WATER DEVELOPMENT BOARD
April 22, 2010 – 10:30 a.m.
Stephen F. Austin Building, 1700 N. Congress, Room 170
Austin, Texas

1. Consider approval of the March 2010 Board Meeting minutes.
2. Briefing and discussion on the Work Session Meeting of April 21, 2010 and the Audit Committee and Finance Committee Meetings of April 22, 2010.

CONSENT

3. Financial Assistance Programs Performance Report regarding loan and grant commitment activity (Amanda Lavin)
4. Contract Status Report regarding the current status of pending contracts that are under development and executed contracts that have been previously approved by the Board. (David Carter)
5. Consider approving by resolution: (a) the transfer of prepayments from the Water Financial Assistance Account to the Financial Assistance Bond Payment Account; and (b) a partial cash defeasance of the State of Texas Water Financial Assistance Refunding Bonds, Series 2008B and Series 2009C-2. (Finance Item No. 4) (Melissa Robbins)
6. Consider approving by resolution: (a) the transfer of prepayments from the Clean Water State Revolving Fund (CWSRF) Program Account to the CWSRF Bond Payment Account; and (b) a partial cash defeasance of State Revolving Fund Senior Lien Revenue Bonds, Program Series 1998A and 1999B. (Finance Item No. 5) (Nancy Banks Marstiller)
7. Consider affirming by resolution, the commitment to the City of Cleveland (Liberty County) made in TWDB Resolution No. 07-62 after environmental review, and approving release of funds for design and construction from the \$5,270,000 Clean Water State Revolving Fund loan for wastewater system improvements. (Clay Schultz)
8. Consider approving by resolution, a request from the North Central Texas Municipal Water Authority (Haskell and Knox Counties) for a loan in the amount of \$7,500,000 from the Drinking Water State Revolving Fund – Disadvantaged Community Program to finance water system improvements, utilizing the pre-design commitment option. (Luis Farias)
9. Consider affirming by resolution, the commitment to the Harris County Municipal Utility District No. 148 (Harris County) made in TWDB Resolution No. 09-171 after environmental review, and approving release of funds for design and construction from the \$2,710,000 Drinking Water State Revolving Fund loan for water system improvements. (Clay Schultz)

Complimentary on-site parking

Changes in taxes or fees implemented after booking will affect the total room price.

Rate Rules:

Canceling Your Reservation

You may cancel your reservation for no charge until 6:00 PM hotel time on April 21, 2010. Please note that we will assess a fee of 113.85 USD if you must cancel after this deadline. If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card. This fee equals 1 night of your room charge plus tax (for the first night of your reservation).

When You Check In

Please be prepared to show proof of eligibility for your rate (such as a membership card, corporate or government identification card, or proof of your age).

Modifying Your Reservation

Please note that a change in the length or dates of your reservation may result in a rate change.

AI-21393

11.A.

**Allstate Insurance Company Settlement Check
CC REGULAR**

Date: 06/01/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Safety Division

Information

CAPTION

Approval to accept a settlement check from Allstate Insurance Company in the amount of \$438.00 for property repair damages. (Restitution Center)

BACKGROUND

DOL: 03/14/10
Property Repairs to Fence

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 10:43 AM	APRV
2	Erika Zamora	Erika Zamora	05/27/2010 04:34 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:27 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Aida Alvarez
Started On: 05/27/2010 09:31 AM

Final Approval Date: 05/28/2010

**Approval of revised Memorandum of Understanding
CC REGULAR**

Date: 06/01/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

Discussion, consideration, and action on revised Memorandum of Understanding between Hidalgo County Criminal District Attorney and the County of El Paso regarding the Border Prosecutor Unit, previously approved by Commissioners' Court on 12/22/2009.

BACKGROUND

Memorandum of Understanding revised:

- > Hidalgo County Criminal District Attorney, hereinafter called "Contractor" and NOT Hidalgo Judicial District, hereinafter called "Sub-recipient"
- > Contractor and NOT Sub-recipient
- > BPU and NOT BPA

Prior MOU along with budget setup was approved by the court on 12/22/2009.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1281-412-00-080-012-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Budgetary impact, approval on revised MOU only. Appropriation of funds (budget setup) was approved by the court on 12/22/2009.

Attachments

Link: [DABPMOU](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 01:44 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/28/2010 02:39 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 03:53 PM	APRV
4	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Roy Cazares
Started On: 05/26/2010 12:11 PM

Final Approval Date: 05/28/2010



STATE OF TEXAS)
)
COUNTY OF EL PASO) **MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into on the 1st day of June, 2010, by and between the Hidalgo County Criminal District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit , hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded \$4,000,000 in grant number 2283701 to the El Paso County District Attorney’s Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated \$100,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

- (a) Invoice or cancelled check copy,
- (b) Documentation from an agency's computerized system, (i.e. Payroll reports)
- (c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

- (a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
- (b) A detailed budget of all planned expenditures of BPU grant funds; and
- (c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:

Border Prosecutor Unit.
ATTN: Jaime Esparza, Project Director
500 E. San Antonio, Ste 201
El Paso, TX 79901

To Contractor:

Hidalgo County Criminal District Attorney
100 N. Closner, 3rd Floor
Edinburg, Texas 78539

To County:

County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

BORDER PROSECUTOR UNIT

Rene Ramirez
Hidalgo County Judge

DATE: May 27, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Constable Pct. 2

ACCOUNT NUMBER: 0-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(876.68)
TO				
0-1100-421-00-292-001-0-	113	CONSTABLE PCT.2 -	REG F/T EMPLOYEES	745.45
0-1100-421-00-292-001-0-	220	CONSTABLE PCT.2 -	FICA	57.03
0-1100-421-00-292-001-0-	230	CONSTABLE PCT.2 -	RETIREMENT	70.47
0-1100-421-00-292-001-0-	250	CONSTABLE PCT.2 -	UNEMPLOYMENT COMP	3.73
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund backpay for employee no. 007226 for meeting the probationary requirements of the Law Enforcement Grade and Step Pay Plan on December 09, 2009.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Law Enforcement Salary BackPay
for
Constable Pct. 2 - Employee No. 007226
Calendar Years 2009-2010**

Summary of request/proposal:

The Constable Pct. 2 Dept. is requesting approval to pay retroactive pay to employee no. 007226 because the department inadvertently failed to move the employee at the completion of his/her probationary period to the Deputy Constable Step I title and corresponding salary, as per the Law Enforcement Grade & Step Pay Plan, on the eligibility date of 12/09/09.

2009 Salary Pay Amount			
Object Code	Pay Type	Rate	Total
113	Regular F/T Employee (Prorated difference in salary eff: 12/09/09 - 12/31/09)	\$99.01	\$99.01
211	Health Insurance	\$4,164.00	\$0.00
212	Life Insurance	\$27.00	\$0.00
220	FICA	7.65%	\$7.57
230	Retirement	9.02%	\$8.93
250	Unemployment Comp	0.50%	\$0.50
260	Workers Comp (7720- Law Enforcement)	0.00%	\$0.00
		Total	\$116.01

2010 Salary Pay Amount			
Object Code	Pay Type	Rate	Total
113	Regular F/T Employee (Prorated difference in salary from 01/01/10 - 06/06/10)	\$646.44	\$646.44
211	Health Insurance	\$2,707.00	\$0.00
212	Life Insurance	\$27.00	\$0.00
220	FICA	7.65%	\$49.45
230	Retirement	9.52%	\$61.54
250	Unemployment Comp	0.50%	\$3.23
260	Workers Comp (7720- Law Enforcement)	0.00%	\$0.00
		Total	\$760.67

SUMMARY OF TOTAL PAYOUT Calendar Years 2009 & 2010				
object Code	Pay Type	Year		Total Payout
		2009	2010	
113	Regular F/T Employee	\$99.01	\$646.44	\$745.45
211	Health Insurance	\$0.00	\$0.00	\$0.00
212	Life Insurance	\$0.00	\$0.00	\$0.00
220	FICA	\$7.57	\$49.45	\$57.03
230	Retirement	\$8.93	\$61.54	\$70.47
250	Unemployment Comp	\$0.50	\$3.23	\$3.73
260	Workers Comp (7720- Law Enforcement)	\$0.00	\$0.00	\$0.00
TOTAL PAYOUT		\$116.01	\$760.67	\$876.68

TIMELINE OF EVENTS AS PER LAW ENFORCEMENT GRADE & STEP			
Event	Date	Position Title	Salary Amount
Hire Date	3/9/2009	Detention Officer	\$29,232.00
Transferred from Sheriff Dept. to Const. Pct. 2	6/17/2009	Deputy Constable	\$36,480.00
End of Probationary extended due to transfer	9/9/2009	Deputy Constable	\$36,480.00
End of 3 mo. Extended Probationary	12/9/2009	Deputy Constable Step I *	\$38,000.00

* Employee was inadvertently not moved after completion of probationary period to the Step I title & salary on 12/09/09.

AI-21397

13.B.

**Appointment of Deputy Constable
CC REGULAR**

Date: 06/01/2010

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Submitted For: Joel Rivera

Department: CONSTABLE PCT. #4

Agenda Category: Constables

Sub-category: Constables

Information

CAPTION

Constable Pct. #4:

Appointment of David T. Sanchez as Deputy Constable by Constable J.E. "Eddie" Guerra in accordance with Texas Local Government Code 86.011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: [LGC 86.011](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 11:06 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/27/2010 11:41 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:29 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Joel Rivera

Started On: 05/27/2010 10:53 AM

Final Approval Date: 05/28/2010

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998.

Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999;

Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

**Request to apply for Bulletproof Vest Partnership Grant
CC REGULAR**

Date: 06/01/2010

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Agenda Category: Constables

Sub-category: Constables

Information

CAPTION

Constable Pct. #4:

Discussion, consideration, and approval for Constable Precinct 4 to apply for the Bulletproof Vest Partnership Grant administered by The United States Department of Justice with authority for Joel Rivera, Chief Deputy to sign/submit grant documents electronically

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 11:10 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/27/2010 02:42 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:10 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Joel Rivera
Started On: 05/27/2010 11:01 AM

Final Approval Date: 05/28/2010



1. Registration

- 1.1 [Contact Information](#)
- 1.2 [Change Password](#)

2. Application

- 2.1 [Pre Application](#)
- 2.2 [Manage Application](#)
- 2.3 [Review Application](#)
- 2.4 [Submit Application](#)

3. Receipts

- 3.1 [Manage Receipts](#)
- 3.2 [Receipt Reports](#)

4. Payment

- 4.1 [Bank Information](#)
- 4.2 [Print Bank Form](#)
- 4.3 [Request Payment](#)
- 4.4 [Payment History](#)

5. Status

- 5.1 [Current Status](#)
- 5.2 [LEA Status](#)
- 5.3 [Application History](#)



BVP HELP DESK
(Toll-Free 1-877-758-3787)
(Toll 1-301-595-4595)

Section Application > Review Application > BVP Application for Funding

OMB #1121-0235
(Expires: 10/31/2006)

The LEA's application is displayed below showing details of vests included in it. To go back to the previous screen click on the 'Return' button.

Application ID:	10054197
Contact:	Joel Rivera (956) 383-8560 joel.rivera@co.hidalgo.tx.us
Status:	Sent for Chief Executive Approval
Date Submitted to Jurisdiction:	05/27/10

View LEA's Application

HIDALGO COUNTY - PCT 4 CONSTABLE OFFICE					
NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
ATI-1	14	\$579.00	\$8,106.00	\$0.00	\$8,106.00
Grand Totals	14		\$8,106.00	\$0.00	\$8,106.00

Current Status: Pending CEO Approval

Approved by CEO



Notice: Critical Program Information ([Click here.](#))

[Home](#) | [Login](#) | [Site Map](#) | [Contact Us](#)

Bulletproof Vest Partnership

[LOGIN](#)

[3 EASY STEPS](#)

[GETTING STARTED](#)

[PROGRAM RESOURCES](#)

[OTHER RESOURCES](#)

[FAQs](#)

Body Armor Safety Initiative

[NEWS](#)

[CURRENT ACTIVITIES](#)

[OFFICIAL STATEMENTS](#)

[SUMMIT INFORMATION](#)

[BODY ARMOR RESOURCES](#)

[FAQs](#)

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2010 BVP application funding period.

Applications for FY 2010 BVP funds will be accepted beginning Tuesday, April 20, 2010. All applications must be submitted online by 6:00 pm (Eastern Time), Tuesday, June 1, 2010.

Please note that FY 2010 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2010. Each vest purchased with FY 2010 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered. Beginning with FY 2008 funds, the use period for BVP funds will be two years. To draw down FY 2010 BVP funds, vests must be received and the request for payment submitted to the BVP system by September 30, 2012. **Each applicant should update their profile before filing an application for FY 2010 funds.**

The complete list of FY 2009 BVP awards can be viewed [here](#).

The complete list of FY 2008 BVP awards can be viewed [here](#).

Historical BVP award information for FY 1999 through the FY 2009 can be accessed [here](#).

Body Armor Safety Initiative



Body Armor Safety Initiative - An Initiative of U.S. Department of Justice. In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

2/06/2009: [National Institute of Justice Body Armor Alert](#)

8/25/2008: [New National Institute of Justice Body Armor Standard 0101.06](#)

2/20/2008: [Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List](#)

[National Institute of Justice Body Armor Safety Initiative Website](#)

[Body Armor Safety Initiative Archive](#)

****All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).**

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

AI-21336

14.A.

**Presentation of Texas Comptroller Gold Leadership Circle Award
CC REGULAR**

Date: 06/01/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Judge's Office

Information

CAPTION

Presentation of Texas Comptroller Gold Leadership Circle Award

BACKGROUND

Fiscal Impact

Attachments

Link: [award](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/21/2010 04:00 PM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 08:40 AM	APRV
3	Purchasing Department	Marty Salazar	05/28/2010 10:12 AM	APRV

Form Started By: Angela Garcia
Started On: 05/21/2010 03:36 PM

Final Approval Date: 05/28/2010

May 5, 2010

The Honorable Rene Ramirez
County Judge
Hidalgo County
100 N. Closner Blvd.
Edinburg, Texas 78539-3523

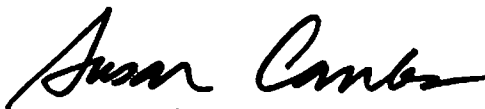
Dear Judge Ramirez:

I am pleased to inform you that Hidalgo County has earned a Gold Leadership Circle Award. Your application scored 15 points of 15 possible on our ratings criteria to earn this award.

Your listing on our "Transparency Check Up" Web site now displays the Gold seal to indicate that you have received this award. Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your Web site.

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle.

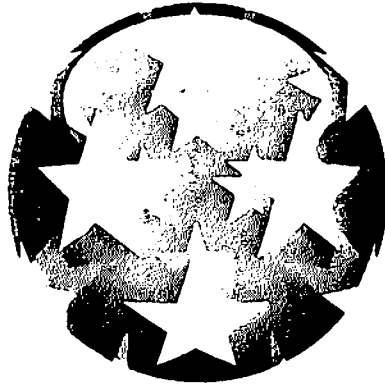
Sincerely,



Susan Combs

Enclosure





Texas Comptroller Gold Leadership Circle

This gold award recognizes **Hidalgo County** for setting the bar for financial transparency and opening your books to the public. The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow.

March 29, 2010

A handwritten signature in black ink, reading "Susan Combs". The signature is fluid and cursive, with a horizontal line underneath it.

Susan Combs
Texas Comptroller of Public Accounts

AI-21381
MPO Presentation
CC REGULAR

14.B.

Date: 06/01/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 11:28 AM	APRV
2	Auditor's Office	Linda Fong	05/28/2010 08:40 AM	APRV
3	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Erika Reyna
Started On: 05/26/2010 11:13 AM

Final Approval Date: 05/28/2010

AI-21414
Proclamation
CC REGULAR

14.C.

Date: 06/01/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Proclamation in honor of Jiada Grace Ortiz.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [Proclamation-Draft](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 02:38 PM	APRV
2	Roland Garcia	Rolando Garcia	05/28/2010 04:45 PM	APRV
3	Auditor's Office		05/28/2010 05:12 PM	NEW

Form Started By: Erika Reyna

Started On: 05/28/2010 01:56
PM

Final Approval Date: 05/28/2010

County of Hidalgo

State of Texas

Proclamation

WHEREAS, Hidalgo County is committed to improving the health and quality of life of residents in our community; and

WHEREAS, good health is vital for the happiness and development of our residents; and

WHEREAS, many adults and children, like three year old Jiada Grace Ortiz, are confronted with diseases such as Pancytopenia that require blood transfusions for []; and

WHEREAS, every year, almost 5 million Americans need a blood transfusion; and

WHEREAS, our future depends on the well-being of all of our residents; and

NOW THEREFORE: The Hidalgo County Commissioners Court does hereby PROCLAIM the importance of donating blood and urge everyone to become a hero on June 8th and give blood in the name of Jiada Grace Ortiz and the countless other people who will benefit from the donation at the McAllen Headquarters of the Texas Comptroller of Public Accounts.

ADOPTED THE _____ DAY OF MAY 2010.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

RENE A. RAMIREZ

County Judge

A.C. CUELLAR, JR.

County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS

County Commissioner, Pct. 2

JOE M. FLORES

County Commissioner, Pct.3

OSCAR L. GARZA, JR.

County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.

County Clerk

**Approval of Hidalgo County OSSF Orders, Affidavit, and Public Hearing
CC REGULAR**

Date: 06/01/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Discussion and action to approve the Texas Commission on Environmental Quality (TCEQ) and Water Development Board (WDB) Hidalgo County On-Site Sewage Facilities (OSSF) Orders as reviewed by Legal Council from all parties.
2. Discussion and possible action to approve the affidavit confirming the Hidalgo County Commissioner’s Court approval of the OSSF Rules as submitted by the Hidalgo County Health & Human Services with Legal Council’s approval.
3. Discussion and action to authorize the conveyance of a public hearing concerning the newly adopted OSSF Rules for Hidalgo County once TCEQ gives final approval on stated rules.

BACKGROUND

Fiscal Impact

Attachments

Link: [Hidalgo County OSSF](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 08:59 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/26/2010 02:19 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:19 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:12 AM	APRV

Form Started By: Josie Escalante

Started On: 05/24/2010 02:42 PM

Final Approval Date: 05/28/2010

COUNTY OF HIDALGO

§

STATE OF TEXAS

§

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is _____, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerks Office for the County of Hidalgo, Texas. Attached hereto are _____() pages of records known as the On-Site Sewage Facilities Order. The records are kept by me as County Clerk, County of Hidalgo, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Arturo Guajardo, Jr.
County Clerk

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Arturo Guajardo, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

Notary/Public, State of Texas
My commission expires:

ORDER ADOPTING RULES OF HIDALGO COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES
PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Hidalgo County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Hidalgo, Texas; and

WHEREAS, the Commissioners Court of Hidalgo County, Texas finds that the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Hidalgo County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Hidalgo County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Hidalgo County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility (OSSF) Order for Hidalgo County.

SECTION 5. CHAPTER 366.

The County of Hidalgo, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the area lying in Hidalgo County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

These rules shall apply to those incorporated cities or towns that have executed inter-governmental contracts with Hidalgo County.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Hidalgo County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Hidalgo County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Hidalgo, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Hidalgo County, Texas:

- 10.1 All Texas Water Development Board statutes, rules and regulation now or hereafter applicable to an economically distressed area shall apply to permitting associated with on-site sewage facilities.
- 10.2 A permit shall be required for all on-site sewage facilities located within Hidalgo County's area of jurisdiction regardless of the size of the tract to be served by the facility.
- 10.3 Prior to the issuance of a permit, and in order to insure floodplain issues are properly addressed, an applicant for an on-site sewage facility must obtain a determination from the Hidalgo County Floodplain Administrator that the tract to be serviced by the on-site sewage facility is in compliance with the Hidalgo County Flood Damage Prevention Order.

- 10.4 An applicant is required to insure that all persons and/or entities retained by the applicant to install an on-site sewage facility on the applicant's tract maintain a copy of their current certificate/registration at the job-site while installation of the on-site sewage facility is in progress.
- 10.5 The County may assess the applicant a re-inspection fee on the on-site sewage facility each time a County re-inspection is required. The re-inspection fee shall be set by the County and the County may revise this fee from time to time.
- 10.6 In no case shall the sewer line diameter for the proposed on-site sewage facility be reduced to a size smaller than the sewer stub out for the improvements to be serviced by the on-site sewage facility.
- 10.7 No personal property, including but not limited to, picnic tables, play equipment or BBQ pits, shall be placed within the surface application spray area of the on-site sewage facilities installed on the applicant's tract.

10.8 Hidalgo County will require two (2) OSSF permits the **Installation permit** and **Final Inspection permit** each to be purchased prior to each phase of inspection. The Installation permit and Final Inspection fees shall be set by the County Commissioners Court and the County may revise this fee from time to time.

10.9 The **Installation permit** will be purchased at the beginning of development. The homeowner/developer must present the appropriate OSSF site plans and meet all of the OSSF guidelines as required by Hidalgo County and TCEQ. In addition, the homeowner/developer must have been approved and cleared for construction by the Hidalgo County Planning Department prior to site development. In the event of a commercial development, a Fire Marshal Inspection/approval must be obtained to assure continuation of the project. The Fire Marshal must be an official representative of the indicated jurisdiction.

The **Final Inspection permit** will be purchased when the dwelling/commercial development is completed and the final connections from the dwelling/commercial development to the system is made and confirmed. The final inspection will also consist of a confirmation that the system installed has met the guidelines in accordance to the final square footage of the structure built.

In the event that the dwelling/commercial development constructed is larger than initially approved by Hidalgo County OSSSF and Hidalgo County Planning Department officials, the homeowner may need to upgrade the OSSF system in order to meet Hidalgo County/TCEQ requirements. Final approval of the dwelling/commercial development will not be given until the final inspection is completed.

10.10 Upon final inspection, Hidalgo County OSSF inspectors must visually confirm that the identified dwelling/commercial development is physically connected to the OSSF system. In addition, the Hidalgo County OSSF inspector must verify that there is no additional dwelling connected to the single approved system. This is to assure that Hidalgo County's requirements are met in regards to the "one single family detached dwelling per lot rule."

10.11 It will be the homeowner's responsibility to make sure that only one officially approved dwelling will be connected to the OSSF system. Violation of this requirement may lead to an issuance of a citation resulting in fines and additional legal action.

10.12 In the event of a pre-existing building or agricultural site requiring an electrical service, an inspection must be made to assure that there is no additional structure illegally connected to the existing OSSF system.

10.13 Regarding multi-family units, i.e., duplex, apartments, etc., the owner/developer must have met all the Hidalgo County OSSF and TCEQ requirements concerning the OSSF system, i.e., tank capacity, length of drain field and the size of lot to be built on. In addition, the owner/developer must meet all the Hidalgo County Planning Department requirements and Hidalgo County Fire Marshall guidelines.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Hidalgo County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Hidalgo County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.

Hidalgo County Commissioners Court will assess the OSSF fee structure and determine the permit rate as indicated in section 10.8

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Hidalgo County, Texas.

SECTION 14 ENFORCEMENT PLAN

The County of Hidalgo, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Hidalgo County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have

been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Hidalgo County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DATE OF _____, 20__.

APPROVED:

(SEAL)

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Health Division - H1N1 Stipend Check

CC REGULAR

Date: 06/01/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

- 1. Request approval to accept the attached H1N1 Stipend check #490146 in the amount of \$3,000.00 from the American Institutes for Research in order to purchase H1N1 related prevention and educational items.
2. Approval of Certification of Revenues as certified by the County Auditor for the Stipend check received from the American Institutes for Research.
3. Request approval of the attached H1N1 Stipend budget for the period 10/1/2009 to 6/30/2010 (Acct # 0-1293-441-00-340-046-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-046-0-550
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$3,000.00 for the Stipend check received from the American Institutes for Research . Period is from 10/1/09 to 6/30/10.

Revenue account# 0-1293-331-12-340-046-0-000

Attachments

- Link: Check
Link: Budget
Link: Certification of Revenues
Link: backup

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing history for the form.

Form Started By: Dan Beltran

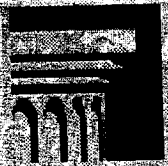
Started On: 05/24/2010 03:03
PM

Final Approval Date: 05/28/2010

AMER. INST. FOR RESEARCH

000490146

Voucher No.	Invoice Number	Invoice Date	Invoice Amount	Discount Taken	Net Amount Paid
47003	041210	04/12/2010	\$3,000.00	\$0.00	\$3,000.00
Subtotals			\$3,000.00	\$0.00	\$3,000.00
Totals			\$3,000.00	\$0.00	\$3,000.00



AMER. INST. FOR RESEARCH
1000 THOMAS JEFFERSON ST., NW
ATTN: CBO
WASHINGTON, DC 20007-3835
202-463-5000

SDN TRUST-055002707

000490146

DATE

65-270/550

CONTROL NO.

AMOUNT

05/06/2010

000490146

\$3,000.00

PAY Three Thousand And 00/100 Dollars

VOID AFTER 90 DAYS

To The
Order Of HIALGO COUNTY HLTH HUMAN SVCS DEPT

Shua D. Binner

Memo:

⑈000490146⑈ ⑆055002707⑆ 700268162⑈

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

May 17, 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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the American Institutes for Research (AIR). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$3,000.00

PURPOSE
Take the Lead: Working Together to Prepare Now (TTL) campaign, an initiative of the Centers for Disease Control and Prevention (CDC)

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

5/17/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 32ND D.C.

RODOLFO DELGADO
JUDGE, 32ND D.C.

J. R. "BOBBY" FLORES
JUDGE, 13TH D.C.

ROSE GUERRA REYNA
JUDGE, 26TH D.C.

JUAN R. PARTIDA
JUDGE, 27TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 32ND D.C.

NOE GONZALEZ
JUDGE, 37TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 38TH D.C.

ADA SALINAS FLORES
JUDGE, 38TH D.C.

ISRAEL RAMON, JR.
JUDGE, 40TH D.C.

JESSE CONTRERAS
JUDGE, 44TH D.C.



AMERICAN INSTITUTES FOR RESEARCH®

October 15, 2009

Mr. Eddie Olivarez
Hidalgo County Health and Human Services Department
1300 W. Houston Avenue
McAllen, TX 78501

Dear Mr. Olivarez,

Thank you for participating in the *Take the Lead: Working Together to Prepare Now* (TTL) campaign, an initiative of the Centers for Disease Control and Prevention (CDC).

This campaign will increase flu preparedness in participating communities. It also will help define how different types of communities can most effectively encourage individuals and families to prepare for current and future flu outbreaks including the 2009 H1N1 flu (sometimes called "swine flu").

As a lead TTL Collaboratory partner, you will be responsible for:

- recruiting and engaging community partners;
- overseeing the planning and rollout of community activities;
- serving as the campaign's local champion and spokesperson;
- participating in campaign evaluation activities.

A document outlining partner roles, responsibilities, and activities is attached for your review.

Over the next year of the campaign (through September 2010), you will be working with the American Institutes for Research (AIR) and our partner, the Dewey Square Group, to plan and implement the local TTL campaign. Local campaign planning and implementation will take place between October 2009 and June 2010. AIR's evaluation and final reporting of campaign activities, including lessons learned, will take place from June to September 2010.

What are we asking you to do? We are requesting that participating Collaboratories facilitate at least two awareness-building activities and two social mobilization activities over the next year.

Awareness-building activities focus on increasing awareness and knowledge of why and how to prepare for an influenza outbreak (e.g., distributing fact sheets). Social mobilization activities are intended to facilitate actions toward preparedness and community engagement (e.g., creating an

opportunity for a group of community members to get together and write family flu preparedness plans).

It is expected that lead partners will help guide the planning of awareness-building and social mobilization activities. Community partners associated with the Collaboratory will be significantly involved in the planning and primarily oversee the execution of these activities.

AIR and the Dewey Square Group will provide the following assistance to your organization to support campaign activities.

We will:

1. Work closely with your organization to develop a strategy (or expand upon a current plan) to conduct campaign activities and partnership building (including a 1-day in-depth meeting on-site).
2. Provide your organization with an on-site consultant (from your community) who will conduct a 2-week "scrub" or community profile and provide an additional 60 days of on-site support to get the campaign moving forward.
3. Provide your organization with on-going phone and e-mail consultation and technical assistance as needed for the remainder of the campaign.
4. Provide a CDC TLL campaign toolkit, including fact sheets, posters, toolkit user's guide, and other materials to assist in campaign implementation.
5. Conduct a social media Webinar to help all campaign partners across sites build their capacity for using social media techniques and tools to disseminate flu preparedness information and encourage social mobilization at the community level.
6. Facilitate opportunities for sharing across campaign sites (e.g., conference calls, e-mail newsletter).
7. **Provide a \$3,000 stipend** to help the Collaboratory community partners with associated campaign costs associated. The stipend may be used for the following activities:
 - Printing and reproduction of campaign-related materials (e.g., fact sheets, posters, meeting agendas)
 - Local marketing efforts (e.g., newspaper ad, direct mail, radio announcement)
 - Special events (e.g., room rental costs, signage, audio equipment rental, name tags, promotional items)
 - Supplies associated with social mobilization activities (e.g., soap/hand sanitizer for a hygiene activity, boxes for a storing health supplies activity).

Due to government regulations, these funds cannot be used for salaries and benefits, travel costs, food and beverages, or any cost that is not directly related to a campaign event or activity.

To obtain this funding, you must provide AIR in writing (e-mail is fine) a brief description of how you expect to use the funding during the campaign. By July 30, 2010, you must provide AIR a detailed report indicating how the stipend was spent, including copies of receipts.

AI-21352

16.A.

Grant Number 09SS0002A Modification

CC REGULAR

Date: 06/01/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

1. Approval to deobligate funds in the amount of \$8,000.00 from HIDTA Task Force South Texas Director's Administrative Support Element (fund 1291, pgm 016), under the Cooperative Agreement between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy, previously approved by Commissioners' Court on 02/17/2009.
2. Approval of appropriation of funds for the South Texas HIDTA McAllen Initiative - Travel (fund 1291, pgm 015) under the Cooperative Agreement between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy in the amount of \$8,000.00.

BACKGROUND

On February 17, 2009, the Hidalgo County Commissioner's Court approved the Cooperative Agreement between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy; grant number G09SS0002A, grant period 01/01/09-12/31/10 in the amount of \$735,174.00

This modification was authorized and approved by the South Texas HIDTA Regional Director.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-016-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available to deobligate as of 05/26/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-015-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available for appropriation as of 05/26/10.

Attachments

Link: [Grant Modification](#)

Link: [Regional Approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:16 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/28/2010 04:08 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 04:11 PM	APRV
4	Purchasing Department	Monica Badillo	05/28/2010 05:12 PM	APRV

Form Started By: Nelda Olivarez

Started On: 05/25/2010 09:49 AM

Final Approval Date: 05/28/2010

DATE: May 25, 2010
 DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
 DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT
 ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-016-9-XXX
 REVENUE - 1291-331-10-270-016-9-000
 SUBJECT: BUDGET AMENDMENT (DECREASE)



HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (DECREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

ACCOUNT NUMBER (S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
0-1291-412-00-270-016-9 - 335	ACC, AUDIT & FINANCE	(8,000.00)
TOTAL DEOBLIGATION		S (8,000.00)

TO REVERSE BUDGET APPROPRIATION (APPROVED BY CC ON 06/22/09) TO THE COOPERATIVE AGREEMENT BETWEEN HIDALGO COUNTY AND THE EXECUTIVE OFFICE OF THE PRESIDENT - HIDTA TASK FORCE SOUTH TEXAS DIRECTOR ADMINISTRATIVE SUPPORT ELEMENT, FUND 1291, PROGRAM NO. 016.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

 APPROVED BY
 COMMISSIONER'S
 COURT

 DATE

 DEPARTMENT HEAD SIGNATURE

 ATTEST BY COUNTY CLERK

DATE: May 25, 2010
 DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
 DEPARTMENT NAME: H.I.D.T.A. TASK FORCE
 ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-015-9-XXX
 REVENUE - 1291-331-10-270-015-9-000
 SUBJECT: BUDGET AMENDMENT



HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT	NUMBER (S)	ACCOUNT (OBJECT) NAME	INITIAL BUDGET
	0-1291-412-00-270-015- 9 - 583	OUT-OF-COUNTY EMPLOYEE TRAVEL-TRAINING	8,000.00
TOTAL APPROPRIATION			\$ 8,000.00

THE APPROPRIATION IS CONSISTENT WITH THE FULL AWARD AMOUNT.

 APPROVED BY
 COMMISSIONER'S
 COURT

 DATE

 DEPARTMENT HEAD SIGNATURE

 ATTEST BY COUNTY CLERK

Reprogramming ID	21159	Status	Posted
FY	2009	Create By	gina hinojosa
HIDTA Internal ID		Date Modified	5/22/2010 9:24:16 AM
		Posted By	rsaldana
		Date Posted	5/23/2010 11:15:52 AM

Justification SS (HIDTA) - Reduce Directors Admin Init. Services - Contract Services and transfer to McAllen Initiative Travel- Admin. for assistance with Washington Travel.

Initiative	Award Recipient	Resource Recipient	Account	Increase	Decrease	Remarks
Director's Administrative Support Element (SS.DirSpt)	Hidalgo County Auditor's Office (G09SS0002A)	Hidalgo County District Attorney's Office (RR.HCDAO)	Services (Services)		\$8,000.00	Reduce Services - Contract Services available and
South Texas HIDTA McAllen Initiative (SS.STMc)	Hidalgo County Auditor's Office (G09SS0002A)	Hidalgo County District Attorney's Office (RR.HCDAO)	Travel (Travel)	\$8,000.00		Increase Travel Administrative for assistance with Washington Initiative Travel
Total				\$8,000.00	\$8,000.00	

Grant Summary

Grant		Increase	Decrease
G09SS0002A	Hidalgo County Auditor's Office	\$8,000.00	\$8,000.00

**Home Ownership Proclamation
CC REGULAR**

Date: 06/01/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Proclamation declaring June 2010 Home Ownership Month within the County of Hidalgo.

BACKGROUND

In observation of National Homeownership Month and in order to raise public awareness on how to become a homebuyer, the Urban County Program is requesting approval to declare June 2010 Homeownership Month within the County of Hidalgo.

The UCP would also like to announce that Affordable Homes of South Texas Inc. (AHSTI), in conjunction with the City of McAllen, is sponsoring their 12th Annual Homebuyer's Fair that will take place on Saturday, June 12, 2010 at the Palm View Community Center, McAllen TX from 9:00 am to 4:00 pm. This fair is free to the public. If anyone would like additional information on the Homebuyer's Fair, they may contact the Urban County Program at 956-787-8127 and/or AHSTI at 956-687-6263.

Fiscal Impact

Attachments

Link: [housing proclamation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 03:54 PM	APRV
2	Perla Lopez	Perla Lopez	05/27/2010 08:40 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:20 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Estella Webber
Started On: 05/26/2010 03:08 PM
Final Approval Date: 05/28/2010

**URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION**

WHEREAS, Owning a home is an essential part of the American Dream; and,

WHEREAS, Raising awareness about the importance of homeownership will assist more Americans in realizing the benefits of owning their own home; and,

WHEREAS, Barack Obama has proclaimed June National Homeownership Month and has called upon the people of the United States of America to join in the building of a more hopeful society and recognize the importance of expanding the ownership of homes across our Nation; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to choose where he or she lives, raises a family or owns a home; and

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas, do hereby proclaim the month of June 2010, as

HOME OWNERSHIP MONTH

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing that HOME OWNERSHIP plays an important role in our community.

In Witness Whereof, we have hereunto set our hands this the 1st of June, 2010.

Rene A. Ramirez, Hidalgo County Judge

Arturo Cuellar Jr., Commissioner, Pct. # 1

Hector Palacios, Commissioner Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar Garza, Commissioner, Pct. # 4

Attested By: _____

Arturo Guajardo Jr., Hidalgo County Clerk

**Planning Department
CC REGULAR**

Date: 06/01/2010
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

1. Rescind Action taken on 5/25/10 (consent item #AI 21292 5.B1.e) on Subdivision Plat Approval Moulin Rouge Ranches Subdivision – Pct. 4 (Richard Garza)
2. Preliminary Approval of Subdivision Plat -
Moulin Rouge Ranches Subdivision – Pct. 4 (Richard Garza)
3. Reimbursement of a Cash Deposit -
Los Venados Phase 5 Subdivision – Pct. 4 (Garco, Ltd.)

BACKGROUND

Comm. Garza will abstain on these items due to conflict

Fiscal Impact

Attachments

- Link: [Los Venados Ph. 5 reimbursement](#)
 Link: [Moulin Rouge Subdivision - Preliminary](#)
 Link: [Moulin Rouge; Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 08:08 AM	APRV
2	Olga Garza	Olga Garza	05/27/2010 11:14 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:37 AM	APRV
4	Dina Trevino	Erika Zamora	05/28/2010 10:15 AM	APRV
5	Purchasing Department	Marty Salazar	05/28/2010 10:33 AM	APRV

Form Started By: Nora Cavazos
Started On: 05/26/2010 03:12 PM

Final Approval Date: 05/28/2010



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 26, 2010

RE: LOS VENADOS PHASE 5 SUBDIVISION – PCT. 4

ON MARCH 8, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$103,648.00 DOLLARS FROM THE CASH DEPOSIT. ATTACHED IS AN INSPECTION REPORT FROM OUR DEPARTMENT STATING THAT BUCKFAWN DRIVE HAS BEEN PAVED.

STAFF HAS NO OBJECTION FOR A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$103,648.00 FOR THE AFOREMENTIONED IMPROVEMENTS.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 055456

Official Receipt for Fees

03-01, 20 05

RECEIVED OF: Garco, Ltd. \$ 103,648.00

One hundred three thousand six hundred forty eight and 00/100 DOLLARS

SUBDIVISION: Los Venados Phase 5 DEVELOPER

COST OF PAVING 103,648.00 COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM.
1100-341-30-210-002-0-000

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS

1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
Other Rev. Escrow	103,648.00
Total	103,648.00

M.O. CHECK 003435 CASH

[Signature]
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE



GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (866) 380-8930
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

003435

3/1/2005

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPARTMENT

\$ **103,648.00

One Hundred Three Thousand Six Hundred Forty-Eight and 00/100*****

DOLLARS

HIDALGO COUNTY PLANNING DEPARTMENT

MEMO LOS VENADOS PHASE V PAVING ESCROW

[Signature]

003435 11149214150

0140003924



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



PLANNING DEPARTMENT

County Of Hidalgo

Los Venados Phase 5
SUBDIVISION ONSITE INSPECTION
Date of inspection May 26, 2010

Raul E. Sesin, P.E.
Planning Administrator

SUBDIVISION LOCATION DESCRIPTION:

Property is located East of US 281 and south of Los Venados Drive. PCT -4

WATER IMPROVEMENTS

<input type="checkbox"/> APPROVED	N/A
<input type="checkbox"/> FAIL	

OSSF IMPROVEMENTS

<input type="checkbox"/> APPROVED	N/A
<input type="checkbox"/> FAIL	

PAVING IMPROVEMENTS

<input checked="" type="checkbox"/> APPROVED	Buck Fawn Drive has been paved.
<input type="checkbox"/> FAIL	

DRAINAGE IMPROVEMENTS

<input type="checkbox"/> APPROVED	
<input type="checkbox"/> FAIL	

OTHER IMPROVEMENTS

<input type="checkbox"/> APPROVED	
<input type="checkbox"/> FAIL	

X

Jose 5/26/2010

Jose R. Tovar
Engineering Tech III



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: May 19, 2010

RE: **Moulin Rouge Ranches Subdivision – Pct. 4**
Preliminary Approval

Moulin Rouge Ranches is a twelve (12) lot subdivision located along the North side of Sioux Road approximately ½ mile East of Tower Road.

The proposed Subdivision lies within the City of Alamo E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 23, 2010. The proposed subdivision lies within a Zone “C & A” as per FEMA’s FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Sioux Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Sioux Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **May 18, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Alamo.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 10.00 ACRE TRACT OF LAND DESCRIBED WITHIN THE PROPOSED MOULIN ROUGE RANCHES, HEREBY SUBMIT THE LAND AS DESCRIBED IN THIS SUBDIVISION PLAN AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.022 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS OF STATE STANDARDS;
- SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- ELECTRICAL CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAN ARE TRUE AND COMPLETE.

SUBDIVISION PLAT OF: MOULIN ROUGE RANCHES

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 16 AND IN THE CENTERLINE OF SIOUX ROAD FOR THE SOUTHWEST CORNER OF THE DOYAN C. GEORGE TRACT (REMINISHER OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1203, PAGE 466, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 16 AND THE CENTERLINE OF SIOUX ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION (RECORDED IN VOLUME 21, PAGE 183, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 09°31'51" E, ALONG THE EAST LINE OF NORTH ALAMO VILLAGE SUBDIVISION, PASSING AT 20.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 16, FOR THE NORTHEAST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION AND THE NORTHEAST CORNER OF THIS TRACT;


THENCE, S 81°28'09" E, ALONG THE NORTH LINE OF LOT 16, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE DOYAN C. GEORGE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 09°31'51" W, ALONG THE WEST LINE OF THE DOYAN C. GEORGE TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF A DRAIN DITCH, PASSING AT 1,300.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HUSBACHE ACRES No.2, RECORDED IN VOLUME 43, PAGE 131, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO


I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



ALFONSO QUINTANILLA
P.E. No. 9559

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



ALFONSO QUINTANILLA
P.E. No. 9559

5-13-10

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantee's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15" in width, and Grantee is hereby authorized to discontinue the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15" in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the lands shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15" in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an assessment for the benefit of the Grantee, its successors, and assigns. The Grantor consents that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title 16 of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purposes for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of _____ 20__.

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____ PAGE _____
RECORDED IN VOLUME _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST.
FOUNTBURG, TEXAS 75753

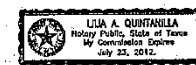
GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.—GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.—GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3810 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS, 75853.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20__.



LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires July 23, 2012.

LILIA A. QUINTANILLA— NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(c)

WE, THE UNDERSIGNED CERTIFY that this plat of the MOULIN ROUGE RANCHES was reviewed and approved by the Hidalgo County Commissioners on _____ day of _____, 20__.

Hidalgo County Judge _____ date
Attest: Hidalgo County Clerk _____ date

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS THE _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 2 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 2.

SECRETARY _____ PRESIDENT _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATE _____ CHAIRMAN PLANNING COMMISSION _____

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY SECRETARY _____ MAYOR _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

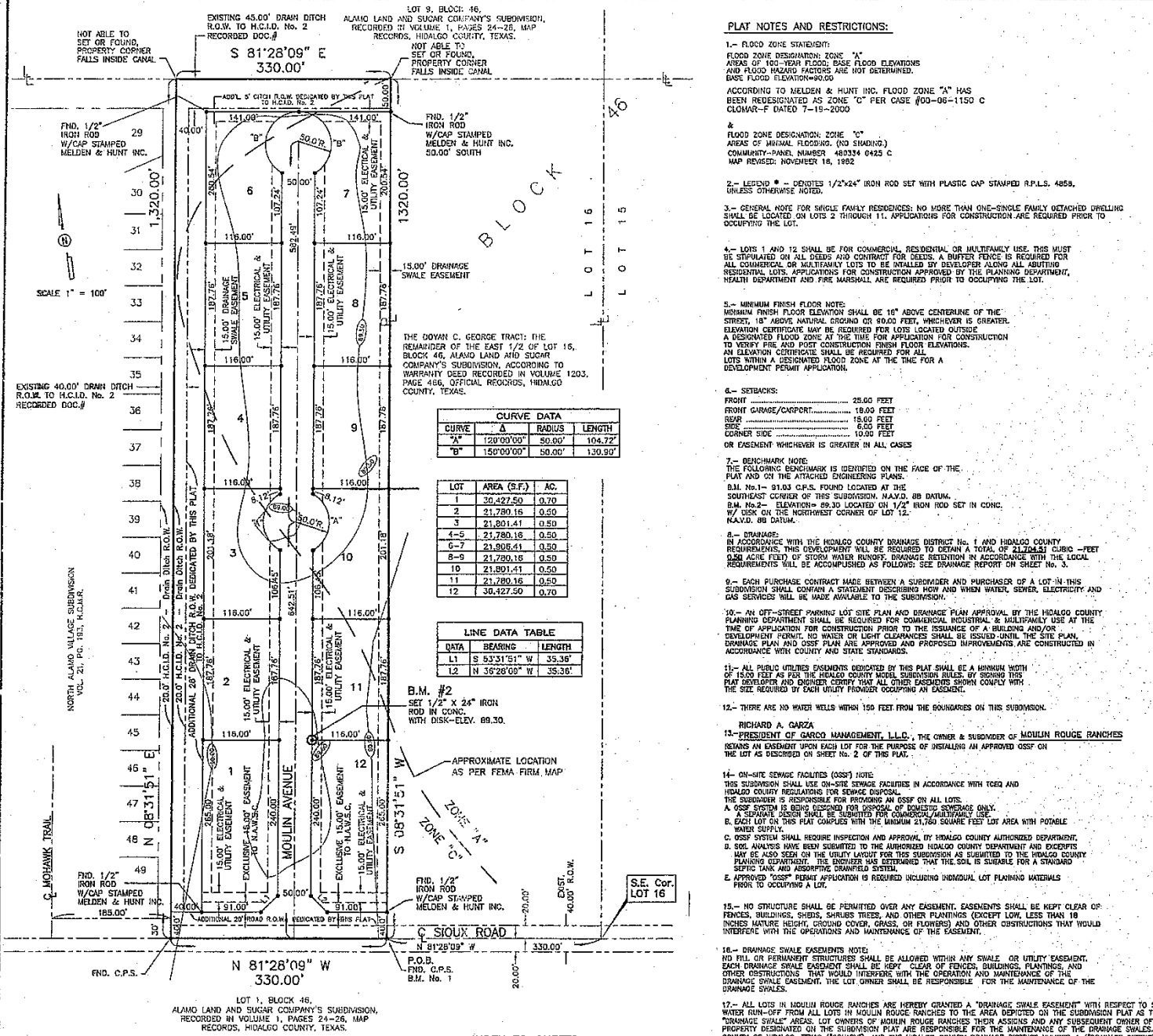
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MOULIN ROUGE RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____



REVISION NOTES

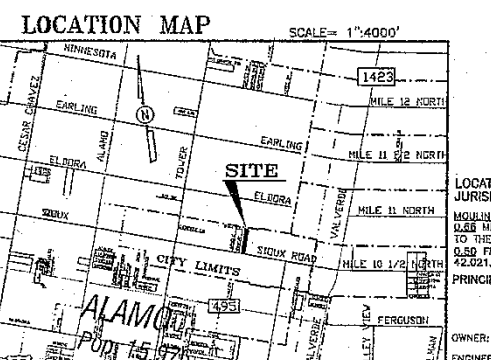
No.	Sheet	Revision	Date	Approved

INDEX TO SHEETS

SHEET 1.—MEASURING INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTRACTS, MAP LOT, STREETS, AND EASEMENT LAYOUT; SURVEYOR'S CERTIFICATION; NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE; ADMINISTRATOR'S CERTIFICATE; PLANNING AND ZONING CERTIFICATE; H.C.I.D. NO. 2 CERTIFICATE; H.C.I.D. NO. 1 CERTIFICATE; REVISION NOTES.

SHEET 2.—ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 3.—DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES; COUNTY CLERK'S RECORDING CERTIFICATE.



PLAT NOTES AND RESTRICTIONS:

1.— FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT SHOWN.
BASE FLOOD ELEVATION=90.00
ACCORDING TO MELDEN & HUNT INC. FLOOD ZONE "A" HAS BEEN REDESIGNATED AS ZONE "C" PER CASE 900-06-1150 C CLOMUR-F DATED 7-15-2000

2.— LEGEND:
DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4859, UNLESS OTHERWISE NOTED.

3.— GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 2 THROUGH 11. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4.— LOTS 1 AND 12 SHALL BE FOR COMMERCIAL, RESIDENTIAL OR MULTIFAMILY USE. THIS MUST BE SPECIFIED ON ALL DEEDS AND CONTRACTS FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR ALL COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ADJUTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

5.— MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE CENTERLINE OF THE STREET. 18" ABOVE NATURAL GROUND OR 80.00 FEET, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE DESIGNATED FLOOD ZONE. THE TIME FOR APPROVAL FOR CONSTRUCTION TO VERIFY FIRM AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.— SETBACKS:
FRONT: 25.00 FEET
FRONT GARAGE/DRIVEWAY: 15.00 FEET
REAR: 15.00 FEET
SIDE: 6.00 FEET
CORNER SIDE: 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.

7.— BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No.1— 91.03 C.F.S. FOUND LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION, N.A.V.D. 89 DATUM.
B.M. No.2— ELEVATION 89.20 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 12, N.A.V.D. 89 DATUM.

8.— DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 21.20 CFS PER ACRE FEET OF STORM WATER RUNOFF. DRAINAGE DESIGNATION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET NO. 3.

9.— EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.— AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OFFSET PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11.— ALL PUBLIC UTILITIES EASEMENTS DESCRIBED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY PROVIDING THE PLAT DEVELOPER AND DESIGNER CONSENT THAT ALL OTHER EASEMENTS SHOWN CONFORM WITH THE SITE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

12.— THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.— RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., THE OWNER & SUBDIVIDER OF MOULIN ROUGE RANCHES, REMAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OFFSET ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14.— ON-SITE SERVICE FACILITIES (OSPF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SERVICE FACILITIES IN ACCORDANCE WITH CEEC AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSFP ON ALL LOTS.
A OSFP SYSTEM IS BEING PROVIDED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 4,000 G.P.D. PER ACRE WITH POTABLE WATER SUPPLY.
C. OSFP SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SEE ANALYSIS HAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND ACCEPTED. MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE DESIGNER HAS ESTIMATED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORBING DRINFIELD SYSTEM.
E. APPROVED "OSFP" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

15.— NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF PERMANENT STRUCTURES, SHEDS, SHEDS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 10 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

16.— DRAINAGE SWALE EASEMENTS NOTE:
NO PILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE, OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF PERMANENT STRUCTURES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

17.— ALL LOTS IN MOULIN ROUGE RANCHES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MOULIN ROUGE RANCHES TO THE AREA DESIGNATED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE AREAS". LOT OWNERS OF MOULIN ROUGE RANCHES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY MANDATE OR BY ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLENTION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE FROM THE LOTS COMPRISING MOULIN ROUGE RANCHES BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MOULIN ROUGE RANCHES, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MOULIN ROUGE RANCHES ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18.— A 8.0' BUFFER FENCE WILL BE REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL LOTS.

19.— ACCESS TO LOTS 1 AND 12 FROM SIOUX ROAD SHALL BE REVIEWED AND APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF BUILDING PERMIT STAGE.

20.— A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORAGE OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C.—GENERAL PARTNER RICHARD A. GARZA, PRESIDENT	3810 W. FREDDY GONZALEZ DR.	EDINBURG, TX 75853	(956)283-8295 (956)381-0221	
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 75853	(956)381-6480 (956)381-0527	

AI-21372

19.A.

**Elections Dept- May 8th
CC REGULAR**

Date: 06/01/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: Elections Administration

Information

CAPTION

Discussion regarding the May 8th Election.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	05/26/2010 09:47 AM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 09:50 AM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2010 03:55 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 04:06 PM	APRV
5	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Veronica Lopez
Started On: 05/26/2010 09:23 AM

Final Approval Date: 05/28/2010

AI-21277

20.A.

Pct. 4 R&B - Reclassifications of various full-time regular positions.

CC REGULAR

Date: 06/01/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Garza
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

P/U RD (1200):

1. Approval of reclassification of the following positions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (06/07/10):

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
0004	Accounts Payable Clerk	Accounts Payable Specialist III	\$45,687.00	\$45,687.00
0055	Accounts Payable Clerk	Accounts Payable Specialist I	\$28,000.00	\$28,000.00
0056	Accounts Payable Clerk	Accounts Payable Specialist I	\$22,345.00	\$27,276.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Lapse funding available as of 05/27/10.

Attachments

Link: [revised salary schedule](#)

Link: [fiscal note](#)

Link: [reclass forms](#)

Link: [PARS](#)

Link: [Job Descriptions](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Sylvia Solis	Sylvia Solis	05/21/2010 01:28 PM	APRV
2		Budget & Management	Erika Zamora	05/21/2010 01:46 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	05/28/2010 09:48 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 10:02 AM	APRV
5	Dina Trevino	Erika Zamora	05/28/2010 10:04 AM	APRV
6	Rosalinda Cantu	Rosie Cantu	05/28/2010 11:04 AM	APRV
7	Purchasing Department	Marty Salazar	05/28/2010 02:50 PM	APRV

Form Started By: Sylvia Solis

Started On: 05/19/2010 09:04
AM

Final Approval Date: 05/28/2010

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

00-1204-431-00-124-007-0

AI - 21277

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0055	113	↓ ACCOUNTS PAYABLE CLERK	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	840.00	0.00	0.00	0.00	0.00	28,840.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I ↓ ACCOUNTS PAYABLE CLERK	22,345.00	0.00	0.00	0	0.00	0.00	27,276.00 ↓ 22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0057	113	CHIEF OPERATIONS MANAGER	0.00	85,000.00	85,000.00	0	0.00	0.00	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0058	113	MECHANIC II	0.00	31,070.00	31,070.00	0	0.00	0.00	31,070.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,532,443.25	138,408.00	258,600.00		0.00	3,000.00	1,673,851.00	1,555,779.80	22,527.64	0.00	65,282.00	0.00	0.00	1,643,590.00

Approval of reclassification of the above positions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules. Personnel actions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, June 01, 2010

Agenda Item: 21277

Summary of request/proposal:

Pct. 4 P/U RD:

Approval of reclassification of the following positions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules:

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	S	G	Current Step & Grade Salary	Proposed Step & Grade Salary	Total Adjustment/ Salary Requested
1200	Accounts Payable Clerk	Accounts Payable Specialist III	0004	113			\$45,687.00	\$45,687.00	\$0.00
1200	Accounts Payable Clerk	Accounts Payable Specialist I	0055	113			\$28,000.00	\$28,000.00	\$0.00
1200	Accounts Payable Clerk	Accounts Payable Specialist I	0056	113	6	1	\$22,345.00	\$27,276.00	\$4,931.00
TOTAL:									\$4,931.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-124-007-0- 113	PCT. 4 P/U RD - REG F/T EMPLOYEES	\$2,833.91
0-1200-431-00-124-007-0- 211	PCT. 4 P/U RD - HEALTH INSURANCE	\$0.00
0-1200-431-00-124-007-0- 212	PCT. 4 P/U RD - LIFE INSURANCE	\$0.00
0-1200-431-00-124-007-0- 220	PCT. 4 P/U RD - FICA	\$216.79
0-1200-431-00-124-007-0- 230	PCT. 4 P/U RD - RETIREMENT	\$269.79
0-1200-431-00-124-007-0- 250	PCT. 4 P/U RD - UNEMPLOYMENT COMP	\$14.17
0-1200-431-00-124-007-0- 260	PCT. 4 P/U RD - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$3,334.66

2011 Budgetary Impact: \$5,802.31

Possible Funding Sources: LAPSED FUNDING

Budget Office Recommendation:



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 4 P/U RD**

REQUEST DATE: **05/19/10**

DEPARTMENT NUMBER: **124**

PROGRAM NUMBER: **007**

CURRENT SLOT #: **0055**

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

ACCOUNTS PAYABLE CLERK

Classification/Position Title

\$28,000.00

Pay Grade/Salary

REQUESTED ADJUSTMENT:

ACCOUNTS PAYABLE SPECIALIST I

Classification/Position Title

\$28,000.00

Pay Grade/Salary

COMMITTEE RECOMMENDATION

ACCOUNTS PAYABLE SPECIALIST I

Classification/Position Title

\$28,000.00

Pay Grade/Salary

COMMENTS:

Reviewed and recommended on 5/26/10.

SIGNATURES

[Signature]
Human Resources Representative

5/26/2010
Date

[Signature]
County Treasurer Representative

05/26/10
Date

[Signature]
Budget & Management Representative

05/26/10
Date



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 4 P/U RD**

REQUEST DATE: **05/19/10**

DEPARTMENT NUMBER: **124**

PROGRAM NUMBER: **007**

CURRENT SLOT #: **0056**

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

ACCOUNTS PAYABLE CLERK

Classification/Position Title

\$22,345.00

Pay Grade/Salary

REQUESTED ADJUSTMENT:

ACCOUNTS PAYABLE SPECIALIST I

Classification/Position Title

\$27,276.00

Pay Grade/Salary

COMMITTEE RECOMMENDATION

ACCOUNTS PAYABLE SPECIALIST I

Classification/Position Title

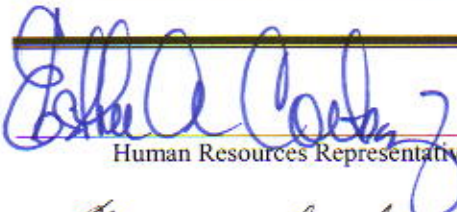
\$27,276.00

Pay Grade/Salary

COMMENTS:

Reviewed and Recommended on 5/26/10.

SIGNATURES


Human Resources Representative


Date


County Treasurer Representative

05/26/10
Date


Budget & Management Representative

5/26/10
Date



HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 4 P/U RD** REQUEST DATE: **05/19/10**
DEPARTMENT NUMBER: **124** PROGRAM NUMBER: **007**
CURRENT SLOT #: **0004**

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

ACCOUNTS PAYABLE CLERK
Classification/Position Title

\$45,687.00
Pay Grade/Salary

REQUESTED ADJUSTMENT:

ACCOUNTS PAYABLE SPECIALIST III
Classification/Position Title

\$45,687.00
Pay Grade/Salary

COMMITTEE RECOMMENDATION

ACCOUNTS PAYABLE SPECIALIST III
Classification/Position Title

\$45,687.00
Pay Grade/Salary

COMMENTS:

Reviewed and Recommended on 5/26/10.

SIGNATURES

[Signature]
Human Resources Representative

5/26/2010
Date

Norma G. Garcia
County Treasurer Representative

05/26/10
Date

[Signature]
Budget & Management Representative

5/26/10
Date



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007)

DATE: 05/19/10

CURRENT POSITION TITLE: Accounts Payable Clerk

CURRENT SLOT. #: 0055

REQUESTED POSITION TITLE: Accounts Payable Specialist I

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 28,000.00 Current Budgeted Salary
 \$ 28,000.00 Proposed Budgeted Salary
 \$ 0.00 Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

Other lapsed funding

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114

 Enter hourly rate for temp. positions

Full Time Temporary Object 121
 Part Time Temporary Object 122
 \$ _____
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

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

Proper/accurate classification of slot/position.




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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5/21/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	5/26/10 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007)

DATE: 05/19/10

CURRENT POSITION TITLE: Accounts Payable Clerk

CURRENT SLOT #: 0056

REQUESTED POSITION TITLE: Accounts Payable Specialist I

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other _____

POSITION SALARY REQUEST:

ONE (1)	22,345.00	27,276.00 (G6 S1)	\$	4,931.00
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)		NET CHANGE

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

Other lapsed funding

POSITION TYPE:

Full Time Employee Object 113 <input checked="" type="checkbox"/>	Part Time Employee Object 114 <input type="checkbox"/>	
Full Time Temporary Object 121 <input type="checkbox"/>	Part Time Temporary Object 122 <input type="checkbox"/>	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:				
Exempt	<input type="checkbox"/>	FLSA:	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Exempt	<input type="checkbox"/>	
N/A	<input type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	

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

Properly classify and set salary accordingly with requirements and responsibilities of position.

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

POSITION RECLASSIFICATION: 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.	<u>Belenia J. Beltran</u> DEPARTMENT HEAD	<u>5/21/10</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>[Signature]</u> HUMAN RESOURCES DIRECTOR	<u>5/26/10</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>[Signature]</u> DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007)

DATE: 05/19/10

CURRENT POSITION TITLE: Accounts Payable Clerk

CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: Accounts Payable Specialist III

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

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

POSITION SALARY REQUEST:

Salary Amount:	\$	<u>42,428.00</u>	\$	<u>42,428.00</u>	\$	<u>0.00</u>
		Current Budgeted Salary		Proposed Budgeted Salary		Net Change
	\$	<u>3,259.00</u>	\$	<u>3,259.00</u>	\$	<u>0.00</u>
		Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other lapsed funding.

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:				
Exempt	<input type="checkbox"/>	FLSA: Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

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

PROPER/ ACCURATE CLASSIFICATION OF SLOT/ POSITION.



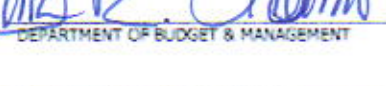
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: 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

		5/21/10		
1.		DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.		DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.		DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

old

HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title: Accounts Payable Clerk

FLSA Status: Non-Exempt

Dept No: 121-124

Civil Service Status: Non-Exempt

SUMMARY:

Responsible for the Precinct's budget, processing of requisitions, obtaining purchase Orders, reviewing and processing invoices, maintaining proper ledgers and must be familiar with Hidalgo County Purchasing policies and procedures along with working knowledge of Sage software.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and verifies purchase orders and requisitions for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and /or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and /or receipts by category and /or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Must type minimum of 40 w.p.m.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or other data.
- Answer telephone, responds to inquiries, refers caller to appropriate party or takes messages, or serves as back-up for receptionist.
- May maintain and inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); including or supplemented by bookkeeping or accounting courses; plus five years clerical and/or secretarial experience, at least two years of which involved bookkeeping and/or accounting directly with Sage program.
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations;

ACCOUNTS PAYABLE SPECIALIST I

GRADE: 06

GENERAL DESCRIPTION

Performs entry level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments.

EXAMPLES OF WORK PERFORMED

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

Maintains and enter information for claims to generate appropriate checks for Commissioner's Court

Interacts with County departments regarding vendor data or policies

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard high school or equivalent, with One (1) year of related experience required.

Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Understand record keeping techniques

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

New

ACCOUNTS PAYABLE SPECIALIST I

GRADE: 06

GENERAL DESCRIPTION

Performs entry level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments.

EXAMPLES OF WORK PERFORMED

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

Maintains and enter information for claims to generate appropriate checks for Commissioner's Court

Interacts with County departments regarding vendor data or policies

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard high school or equivalent, with One (1) year of related experience required.

Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Understand record keeping techniques

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

New

ACCOUNTS PAYABLE SPECIALIST III

GRADE: 10

GENERAL DESCRIPTION

Performs mid level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with county departments regarding purchase orders, invoices and payments. Work may involve grants or Capital Improvement projects with the County. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments. May train and/or oversee other staff.

EXAMPLES OF WORK PERFORMED

Alerts departments of discrepancies with purchase orders and invoicing

Verifies account balances for deficiencies

Advises department regarding procedures for processing of payments

Submits journal entries for corrections or adjustments to accounts

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

May work with grant related or special revenue payment processing with categorical threshold limits

May review and process Capital Improvement payments with special revenue funds

Interacts with County departments regarding vendor data or policies

May research historical payments for other departments requesting information

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard high school or equivalent; Business Technical training preferred. Two to three (2-3) years experience in accounts payable in a governmental or commercial setting.

Knowledge, Skills, and Abilities

General accounting knowledge
Good verbal and written communication
10 key calculator
Knowledge of MS Word and Excel
Understand record keeping techniques
Able to utilize all office equipment

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-21353

20.B.

Interdepartmental Transfer - Pct #4 R&B (1200)

CC REGULAR

Date: 06/01/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 R&B (1200):
Approval of 2010 interdepartmental transfer within Pct #4 R&B (1200) from (program 007) to Col Esperanza #2 (program 844) in the amount of \$10,573.12 and to Seminary Village Subdivision (program 657) in the amount of \$2,199.65.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-626
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 5-26-10
0-1200-431-00-124-007-0-626-->0-1200-431-00-124-844-0-731 10,573.12
0-1200-431-00-124-007-0-626-->0-1200-431-00-124-657-0-731 2,199.65

Attachments

Link: [Interdepartmental transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:18 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/26/2010 02:47 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:39 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:12 AM	APRV

Form Started By: Jr. Munoz Started On: 05/25/2010 10:07 AM

Final Approval Date: 05/28/2010

AI-21347

21.A.

**Payment of invoice for Montalvo Insurance
CC REGULAR**

Date: 06/01/2010
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Co. Wide Insurance (1100)
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Sub-category: Co. Wide

Information

CAPTION

County Wide Insurance (1100):

1. Approval to accept renewal of accidental coverage insurance for volunteers from Montalvo Insurance Agency - Coverage period: June 5, 2010 through June 5, 2011.

2. Approval of payment of Invoice dated 5/25/2010 from Montalvo Insurance Agency in the amount of \$788.00 for accidental coverage insurance for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 0-1100-419-00-115-025-0-524

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$400,000.00 as of 5/25/10.

Attachments

Link: [Montalvo Insurance](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:17 AM	APRV
2	Erika Zamora	Erika Zamora	05/28/2010 11:42 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 02:02 PM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 02:50 PM	APRV

Form Started By: Dale Kennan

Started On: 05/25/2010 08:29 AM

Final Approval Date: 05/28/2010

INVOICE
05/25/10

HIDALGO COUNTY
DBM SAFETY DIVISION
2010 MAY 25 AM 9 53

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: Hidalgo County
100 E. Cano
Edinburg, TX 78539

Location: 100 E. Cano, Edinburg, TX.

Type of Coverage: Accident - Volunteers(mainly Clerks,Aides,etc)	
Company: National Union Fire Ins. Co.	
Term: 06/05/2010 - 06/05/2011	
Primary	
Maximum Benefit Amount (per injury):	\$10,000.
Ded. Amount (per injury):	\$ 500.
Accidental Death Benefit:	\$ 5,000.
Accidental Dismemberment Benefit:	
Principal Sum:	\$10,000.
Deductible: \$250.00	
Premium:	\$788.00
Total Premium:	\$788.00
To continue coverage without interruption the following is needed:	
1. Signed quote.	
2. Check payable to Montalvo Insurance Agency.	
THANK YOU FOR YOUR BUSINESS!	

Underwritten By: National Union Fire Insurance Company of Pittsburgh, Pa.

ADDENDUM-(CAP)

Name of Participating Organization:		Hidalgo County	
100 E. Cano	Edinburg	TX	78539
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>
<small>Classification of Eligible Persons: Any enrolled member of the participating organization, including coaches, trainers, managers, and group leaders is eligible.</small>			
PLAN: <input type="checkbox"/> PRIMARY EXCESS OVER \$ _____		<input type="checkbox"/> FULL EXCESS	
		<input checked="" type="checkbox"/> PRIMARY	
Accident Medical Expense:	Accidental Death Benefit:	\$5,000	
Maximum Benefit Amount (per Injury):	Accidental Dismemberment Benefit:		
Deductible Amount (per Injury):	Principal Sum:	\$10,000	
-Benefit Period:	1 _____ Years		

(This space for Administrative Use Only)

Effective Date: 6/5/10 Reference Number: _____

Termination Date: 6/5/11 Policy Number: _____

Domestic Only (International activities are not covered unless specifically listed and applicable premium charged.)
 Please Note: Coverage is not extended to include bungee jumping, rock climbing, or cliff-diving. Coverage may be extended to include out of country mission/international trips, ski trips, and skateboarding events for an additional premium.

Activity	Age Group	Number of Members	Group Premium
Volunteers (Mainly Clerks, Aides, etc)	16-70	50	\$3.35/person

Note: The total premium must be submitted with this Addendum Total Premium: \$ 788.00 MP

SPECIAL NOTES: SUBJECT TO A \$788.00 MINIMUM PREMIUM

We hereby request from the Company, a Blanket Accident Insurance Policy. We understand that insurance will be in force as of the effective date indicated above, if this Addendum is accepted by the Company and the required premium is received by the Company when due. We acknowledge that we have read, understood, and agreed to the terms and conditions of coverage as detailed in this document.

Official's Name: Valde Guerra Title: Executive Director Telephone: 956-292-7025
(please print)

Signature: _____ Date of Request: _____

<p align="center">The Maksin Group Two Aquarium Drive, Suite 200 Camden, NJ 08103 (800) 375-6826 Fax: (856) 858-1121 www.maksin.com</p> <p><input type="checkbox"/> Please check box to be included on our electronic e-mailing list</p>	<p>Agency Name: <u>Montalvo Insurance Agency</u> Tax I.D. or SSN: <u>74-2143288</u> Address: <u>208 S. Texas Blvd.</u> City: <u>Weslaco</u> State: <u>TX</u> Zip: <u>78596</u> Telephone: <u>956-968-5521</u> Signature (Licensed Agent): _____ Print Name: <u>Ramon Montalvo, III</u> E-mail: <u>ramon@montalvoinsurance.com</u></p>
---	--

AA _____ AC _____ P _____ BP _____ N _____ R XX CC _____

0-1100-419-00-115-025-0-524

AI-21366

21.B.

**Interdepartmental Transfer-Pct#4 Drainage Improvement Project (1339):
CC REGULAR**

Date: 06/01/2010
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct #4 C.O. 2009 Series (1339):
Approval of 2010 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from Kaylen Heights (program 043 \$1,081.65), Alamo Brisas (program 054 \$227.00), and Alamo acres (program 040 \$691.35) to Faysville Pump (program 074) in the amount of \$2,000.00.

BACKGROUND

To receive appraisal report for purpose of acquiring the right- of- way.

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 0-1339-431-00-124-0XX-0-7XX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 5-26-10.
0-1339-431-00-124-0XX-0-7XX-->0-1339-431-00-124-074-0-711 \$2,000.00

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 08:22 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/28/2010 07:32 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 09:43 AM	APRV
4	Dina Trevino	Erika Zamora	05/28/2010 10:14 AM	APRV
5	Manuel Chapa	Manuel Chapa	05/28/2010 10:48 AM	APRV
6	Purchasing Department	Marty Salazar	05/28/2010 02:50 PM	APRV

Form Started By: TONI MATA
Started On: 05/25/2010 04:26 PM

Final Approval Date: 05/28/2010

AI-21391

22.B.1.

**Request approval of Interlocal Cooperation Agreement between PSJA ISD and County of Hidalgo for Drainage Improvements
CC REGULAR**

Date: 06/01/2010
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

A. Approval of Interlocal Cooperation Agreement between Pharr-San Juan-Alamo Independent School District and the County of Hidalgo for Cesar Chavez Drainage Improvements to the vicinity of Sioux Road and Alamo Road.

B. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux Road and Alamo Road Drainage Improvement Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-039-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be available from old account #0-1202-431-00-122-039-0-733 which will be transferred as per auditor's office through a journal entry to the new account 0-1200-431-00-122-039-0-733 (\$300,000.00) for the ICA with PSJA ISD drainage project.

Attachments

Link: [ICA Agreement Project](#)
Link: [ICA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2010 10:14 AM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 10:41 AM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2010 03:56 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 04:11 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 05/26/2010 03:51 PM

Final Approval Date: 05/28/2010

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

Hidalgo County, Texas acting by and through the Hidalgo County Commissioners Court, having been advised of the Project, with a total cost of TWO HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS (\$282,968.00), which shall be paid by Hidalgo County, Texas, except that PSJA Independent School District shall contribute EIGHTY THREE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS (\$83,918.00) for the labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, bedding, backfill and manholes to be used for the Project, herein gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014.

The description of the Project to be undertaken and its location are as follows: to make drainage improvements to the vicinity of Sioux Road and Alamo Road to alleviate existing flooding concerns within their respective territorial jurisdictions. PSJA Independent School District will deed to County a drainage easement adequate to construct the necessary improvements including but not limited to, installation of 72" drainage line, manholes, end wall, concrete rip-rap and engineering services.

The local governments which requested the Project and with whom the agreement is by and between are Hidalgo County, Texas, and the Pharr – San Juan – Alamo Independent School District.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Project identified above and authorized the execution of this document by the presiding officer of the Hidalgo County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Hidalgo County
Commissioners Court.

STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as “District” and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, County and District desire to make drainage improvements to the vicinity of Sioux Road and Alamo Road more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are desirous that necessary drainage improvements be done in the area in order to alleviate existing flooding concerns within their respective territorial jurisdictions;

WHEREAS, District desires to deed to County a drainage easement adequate to construct the necessary drainage improvements including but not limited to, installation of a 72” drainage line, manholes, end wall, concrete rip-rap and engineering services (collectively the “Project”);

WHEREAS, the County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to convey certain real property more particularly described in Exhibit “A” to County by execution of the Drainage Easement attached hereto as Exhibit “B” for the purposes of constructing the Project described herein.

2. County shall be responsible for providing all engineering services for the Project.
3. District shall be responsible for providing 1,000 liner feet of 72" RCP-RJ III pipe for the Project and shall reimburse County upon 30 days of receipt of invoice from County, an amount not to exceed Eighty Three Thousand Nine Hundred and Eighteen Dollars and No/100ths (\$83,918.00) for the labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, bedding, backfill and manholes.
4. County shall be responsible for performing all other work necessary to complete the Project either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Eighty Two Thousand Nine Hundred Sixty Eight Dollars (\$282,968.00).
5. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which are unforeseen or cannot otherwise be avoided.
6. District shall at its own cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.
7. Upon completion of the Project both parties shall be relieved of their mutual responsibilities under this Agreement and the County shall assume responsibility for operation and maintenance of the Drainage Easement so long as such easement remains the property of County.
8. County and District agree it is in their mutual best interest to construct the Project as described herein in order to alleviate flooding and water overflow in the vicinity of the Project.
9. **Hold Harmless Clause.** To the extent permitted by law, the parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of

the same or any other provision hereof.

12. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.
13. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: PSJA ISD.
 Attention: Dr. Daniel P. King
 601 East Kelly
 Pharr, Texas 78577

If to County: Hidalgo County
 Attention: Executive Officer
 2818 S. Bus. Hwy. 281
 Edinburg, Texas 78539

With copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 Pharr, Texas 78577

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

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

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

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

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

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

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

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

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

24. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

PSJA INDEPENDENT SCHOOL DISTRICT

Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

Mr. Humberto "Bobby" Rodriguez
Secretary-Treasurer

COUNTY OF HIDALGO, TEXAS

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

AI-21406

22.B.2.

**Request approval of Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for Drainage Improvement Project
CC REGULAR**

Date: 06/01/2010
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

A. Approval of Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for drainage improvements to an area 1/4 mile South of Sioux Road along Cesar Chavez Road.

B. Approval of Interlocal Cooperation Agreement Project - Sioux Road & Cesar Chavez Road Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

CC 6/01/2010 AI-21409 for transfer of funds of \$140,000.00 to object 733.

Attachments

Link: [ICA](#)

Link: [ICA Agreement Project](#)

Link: [Plan](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/28/2010 02:52 PM	APRV
2	Budget & Management	Erika Zamora	05/28/2010 03:13 PM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2010 04:50 PM	APRV
4	Auditor's Office		05/28/2010 05:12 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 05/27/2010 04:05 PM

Final Approval Date: 05/28/2010

STATE OF TEXAS :
:
COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County and San Juan desire to make drainage improvements to an area encompassed by ¼ mile South of Sioux Road along Cesar Chavez Road more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, County and San Juan, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, installation of 18" and 36" storm sewer pipe with inlets and manholes, and engineering (collectively the "Project");

WHEREAS, the County and San Juan are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County and San Juan in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
2. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvements of the Project as may be necessary.

Deleted:

3. County shall be responsible for performing the work necessary to complete the Project within the County and San Juan, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Hundred Fifteen Thousand Six Hundred Eighty Dollars and Eighty Eight Cents (\$115,680.88).
4. County shall also be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.
5. San Juan shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Fifty Six Thousand Five Hundred Forty Three Dollars and Eleven Cents (\$56,543.11) within thirty (30) days from receipt of invoice from the County.
6. San Juan agrees it is in its best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.
7. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project or the right of way.
8. County and San Juan shall each be responsible for maintenance and upkeep of any portion of the Project located within their respective jurisdictions so long as such property remains within their jurisdiction.
9. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement.** This Agreement contains the entire contract among the parties

hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by San Juan and County, and not otherwise.

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

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

If to San Juan: City of San Juan
 Attention: Mayor Pedro Contreras
 709 S. Nebraska
 San Juan, Texas 78589

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

With copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 Pharr, Texas 78577

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

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

Deleted: 5
Deleted:

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

Deleted: 16.

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

Deleted: ¶

Deleted: 17.

Formatted: Tabs: 36 pt, Left

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

Deleted: 18

Formatted: Tabs: 36 pt, Left + Not at 180 pt

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

Formatted: Indent: Left: 0 pt, Hanging: 36 pt, Tabs: 36 pt, Left

Deleted: 9

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

Deleted: 20

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

Deleted: 1

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

Deleted: 22

22. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

Deleted: ¶

Deleted: ¶

Formatted: Indent: Left: 0 pt, Hanging: 36 pt, Tabs: Not at 0 pt + 72 pt + 108 pt + 144 pt + 180 pt

Deleted: 23

Deleted: ¶

Deleted: ¶

23. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

Formatted: Indent: Left: 0 pt, Hanging: 36 pt, Tabs: Not at 0 pt + 72 pt + 108 pt + 144 pt + 180 pt

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

Deleted: ¶

¶

¶

-----Page Break-----

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct and/or improve a road located in an area encompassed by ¼ mile South of Sioux Road along Cesar Chavez Road (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

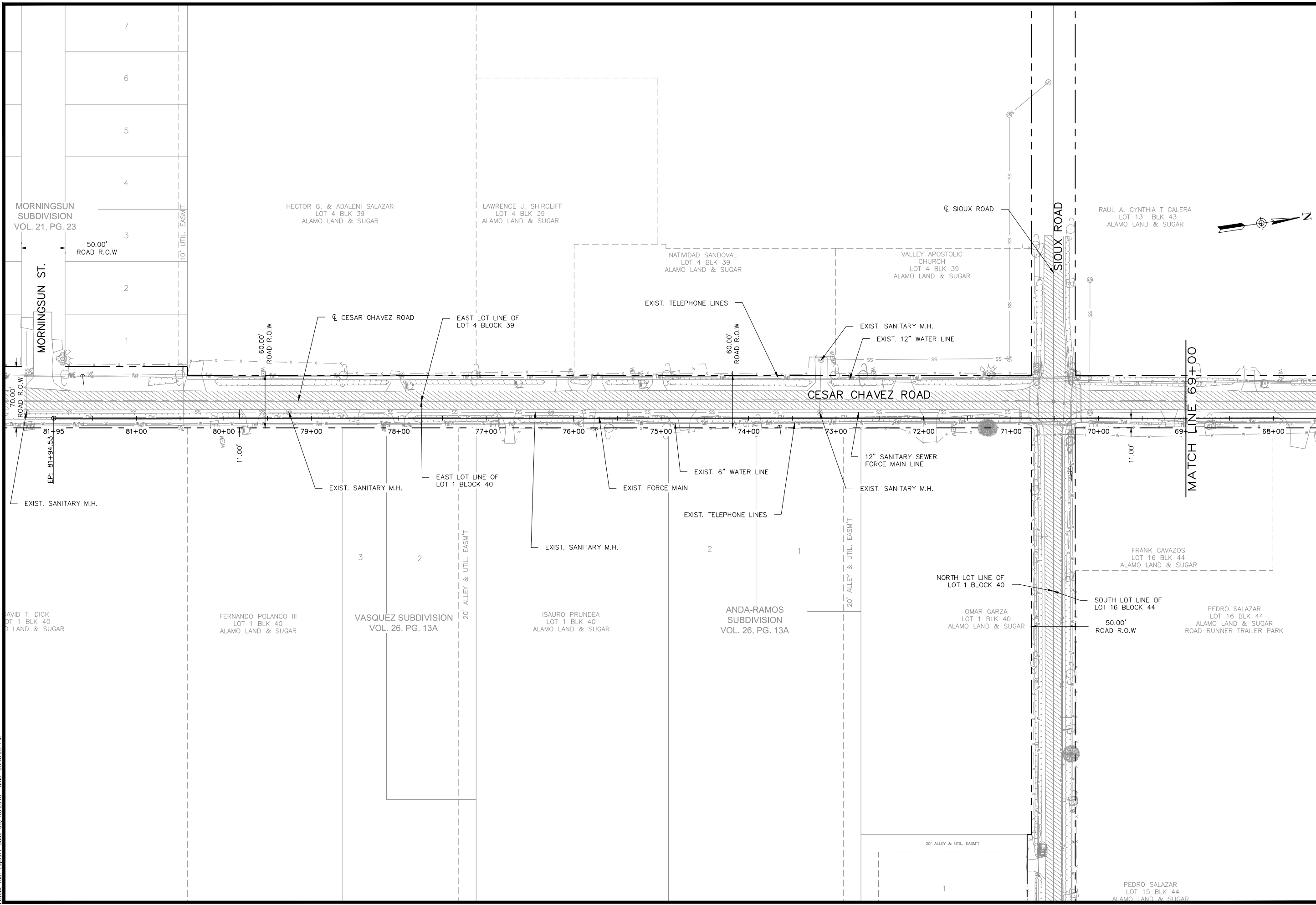
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Drawing: I:\PCT 2\Cesar Chavez Drain Ditch\Frog\MonteA\Plan & Profile 2_25_10_1_1_2736.DWG Plotted by: juan.nivia
 Layout Tab: Layout1 Date: 03/15/2010 Time: 03:48:23 PM



PRECINCT 2
DRAINAGE PROJECT

CESAR CHAVEZ
DRAINAGE IMPROVEMENT
 PLAN & PROFILE
 STA 81+70.87 TO STA 69+00.00

THIS DOCUMENT IS
 RELEASED FOR THE
 PURPOSE OF
 PRELIMINARY REVIEW
 AND COMMENTS UNDER
 THE AUTHORITY OF
 RAUL E. SESIN P.E.
 86374 ON
 03/15/10
 IT IS NOT TO BE USED
 FOR CONSTRUCTION,
 BIDDING, AND/OR PERMIT
 PURPOSES.

SCALE: H:1"=100' / V:1"=10'
 DRAWN BY: J.A.
 CHECKED BY: RAUL E. SESIN
 TOPO BY: EDGAR I.
 SHEET:
OF 47

AI-21415

22.B.3.

**Approval of Interlocal Cooperative Agreement between City of Alamo and County of Hidalgo for Tower Road (Moore to South El Gato Road) Project
CC REGULAR**

Date: 06/01/2010

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

A. Approval of Interlocal Cooperation Agreement between the City of Alamo and County of Hidalgo for the vicinity of South Tower Road limites of Moore Rd South to El Gato Road for maintenance and improvements.

B. Approval of Interlocal Cooperation Agreement Project - South Tower Road from El Gato Road Improvement Project.

BACKGROUND

Pending approval of ICA with Auditor's

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-12XX-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 05/28/2010

(Old account #0-1202-431-00-122-027-0-731 available amount \$150,625.60)

Funding available as of 05/28/2010

(New account #0-1200-431-00-122-027-0-731 available amount \$100,000.00)

Total Transfer made on 5/25/2010 (AI-21322 & AI-21323) for this project was \$230,070.73, and final transfers to (1200) accounts are being done by the auditor's office at this time.

Attachments

Link: [ICA](#)

Link: [ICA Agreement Project](#)

Link: [Construction Plan](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	05/28/2010 02:52 PM	APRV
2	Budget & Management	Erika Zamora	05/28/2010 03:13 PM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2010 04:49 PM	APRV
4	Auditor's Office		05/28/2010 05:12 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 05/28/2010 02:17
PM

Final Approval Date: 05/28/2010

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the__ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS**, hereinafter referred to as “Alamo”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision of the State of Texas;

Deleted: county i
Deleted: n

WHEREAS, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, Alamo has made road improvements to Tower Road from the north curb line of Moore Road to the south side of El Gato Road within its territorial jurisdiction (the “El Gato Road Project”);

Deleted: N
Deleted: C
Deleted: rights.
Formatted: Font: Bold

WHEREAS, County desires for Alamo to extend the El Gato Road Project to include the tapering of 300 feet of roadway from the existing 65 feet width to the present width of Tower Road from El Gato Road to the south within Hidalgo County’s jurisdiction.(the “Additional Work) and as is more particularly described in Alamo’s engineer’s cost estimates attached hereto as Exhibit “A” and incorporated herein for all purposes;

Deleted: has agreed to extend it's original scope of work and proceed with a change order wherein Alamo will taper 300 feet in length from the 65" to the existing width of Tower Road. This additional work is within the County's territorial jurisdiction
Formatted: Highlight
Deleted: !
Formatted: Highlight
Formatted: Font: Bold

WHEREAS, Alamo desires to assist County in performing the Work as described herein;

WHEREAS, County and Alamo are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Alamo and County, in consideration of the mutual covenants expressed herein, agree as follows:

Deleted: after

1. ~~Alamo agrees to provide all labor, materials and equipment necessary to taper 300 feet of Tower Road from the existing 65 feet width to the present width of Tower Road from El Gato Road to the south, on a reimbursement basis from County as described herein except for the labor, equipment and materials described in paragraphs 2 and 3 below. The Additional Work will not include curb and gutter.~~

Deleted: executes a change order wherein Alamo will

Formatted: Indent: Left: 0 pt, Hanging: 36 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 pt + Tab after: 0 pt + Indent at: 0 pt

2. ~~Alamo, at its sole cost and expense, shall be responsible for providing a new connection to an existing manhole, 70 feet of sanitary sewer line, trench protection, and the re-compaction cost of the existing gravity sewer line, estimated to cost Seven Thousand Seven Hundred and Thirty Dollars and No.100ths (\$7,730.00).~~

Deleted: in length

Deleted: ,

Deleted: from their original scope of work,

Deleted: the

Deleted: '

Deleted: existing

Deleted: south from

Formatted: Not Highlight

3. ~~County, at its sole cost and expense, shall be responsible for providing caliche on site, installing paving, converting type C inlets to type F, and remove any existing caliche and asphalt from the site including the detour portion when it is no longer needed.~~

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

Deleted: City

4. ~~Upon completion of the Additional Work, Alamo shall invoice County for reimbursement in the amount of Two Hundred and Twenty One Thousand One Hundred and Fifty Dollars and No/100ths (\$221,150.00) and County agrees to reimburse Alamo within thirty (30) days of receipt of such invoice.~~

Deleted: in the amount of

Deleted: improvements

Deleted: City

5. ~~Alamo agrees to release County from any and all liability which may arise due to the removal of the County built road and drainage improvements within the city limits of Alamo in relation to the Additional Work.~~

Deleted: ¶

Deleted: <#>County has agreed to provide the caliche on site, install the paving for the change order portion, convert the type C inlets to type F, and remove any existing caliche and asphalt from the site including the detour portion when it is no longer needed. ¶

6. ~~Upon completion of the Additional Work, County shall be responsible for maintenance of the roadway which lies within the County's jurisdiction so long as such portion of the roadway remains within the County's jurisdiction.~~

Formatted: Bullets and Numbering

Deleted: El Gato Road Project.

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

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

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

Formatted: Bullets and Numbering

9. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or

Formatted: Bullets and Numbering

through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Alamo and County, and not otherwise.

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

If to Alamo: City of Alamo, Texas
Attention: Mayor Rudy Villarreal
430 N. Tower Road
Alamo, Texas 78516

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

With copy to: Hector Palacios
Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

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

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

Formatted: Bullets and Numbering

13. Successors. This Agreement shall be binding upon and inure to the benefit of the

Formatted: Bullets and Numbering

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

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

Formatted: Bullets and Numbering

Deleted: ¶

20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

Formatted: Indent: Left: 0 pt, Hanging: 36 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 pt + Tab after: 0 pt + Indent at: 0 pt

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

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, Secretary

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct and/or improve a road located in the vicinity of South Tower Road from El Gato Road to the south (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of Alamo.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513

CONSULTING ENGINEERS · LAND SURVEYORS

124 EAST STUBBS STREET, EDINBURG, TEXAS 78539

PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate:	Date Prepared: May 5, 2010	Sheet 1 of 1
Project: South Tower Road Paving Improvements		BASIS OF ESTIMATE <input type="checkbox"/> No Design Complete <input checked="" type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design
Location: Moore Road to El Gato Road		
Owner: City of Alamo		
Type of Estimate: Engineer's Estimate		
Estimator: Alfonso Quintanilla, P.E., R.P.L.S.		

Item	Description	Unit	Quantity	Unit Cost	Total
I.	Paving Improvements				
	12" Caliche Base (Labor Only)	SY	18,000	4.00	72,000.00
	7" Caliche Base (Labor Only)	SY	3,000	3.00	9,000.00
	6" Subgrade Preparation	SY	19,500	1.00	19,500.00
	3% Lime Stabilization	SY	19,500	1.50	29,250.00
	18" Curb & Gutter	LF	6,000	6.00	36,000.00
	Remove & Haul Off Exist Asphalt & Caliche	SY	11,000	To Be Done by County	
	15.0' Detour Lane (1½" Hot Mix, 8" Caliche, Subgrade)	SY	4,400	6.00	26,400.00
	*Traffic Control	LS	1	5,000.00	5,000.00
	**Striping	LS	1	19,000.00	19,000.00
	Modify Type "CC" to Type "A" Inlet	EA	14	To Be Done by County	
	Construction Staking	LS	1	5,000.00	5,000.00
	TO BE PAID BY HIDALGO COUNTY PCT. NO. 2			Subtotal: \$	221,150.00
	***Recompact Exist SS. Trough (8.0' Deep in 1.0' Lifts)	LF	650	7.00	4,550.00
	***Connect to Manhole @ Moore Road	EA	1	1,500.00	1,500.00
	***8" P.V.C. SDR-26	LF	70	21.00	1,470.00
	***Trench Safety Protection	LF	70	3.00	210.00
	TO BE PAID BY THE CITY OF ALAMO			Subtotal: \$	7,730.00
				Total for Change Order:	228,880.00
	*Hot Mix by County, Caliche Material by County				
	**Reflecting Striping or Thermo Plastic				
	***Item to be paid by the City of Alamo				

AI-21362

22.C.1.

Pct 4- AMENDMENT to WA#1-J E Saenz & Assoc Inc-C-10-072-03-23

CC REGULAR

Date: 06/01/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Acceptance and approval of the following AMENDMENT to WA #1 (Amigo Park Subdivision) with a fee increase of (\$ 18,085.00) resulting in the new proposed cost fee of (\$ 84,197.25) which reflects the inclusion of (ROW mapping and engineering services and additional utility easement to install an 8" sanitary sewer line to service the residences) in connection to Contract No. C-10-072-03-23-“Paved and Un-Paved Construction Road Projects” (on an as needed basis) for Precinct No. 4.

BACKGROUND

Memo request by Pct 4
Amendment to WA#1 by JE Saenz & Associates Inc.-C-10-072-03-23
Original WA#1 (Apprvd by CC on 03/30/10)
Contract Doc#C-10-072-03-23-J E Saenz & Assoc Inc-Pct 4

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-711/731
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 638514 available balance as of 5-28-10 \$53,911.74
Funding for Amendment to WA#1 pending approval of LIT AI# 21358 6-1-10.

Attachments

- Link: [Memo Request by Pct4-Amendment WA#1-C-10-072-03-23](#)
- Link: [Amendment to WA#1-J E Saenz & Assoc Inc-C-10-072-03-23](#)
- Link: [Original WA#1-\(apprvd by CC on 03/30/10\)](#)
- Link: [Contract Doc#C-10-072-03-23](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:58 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 03:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/28/2010 09:09 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 09:56 AM	APRV

5 Dina Trevino Erika Zamora 05/28/2010 10:11 AM APRV
6 Manuel Chapa Manuel Chapa 05/28/2010 10:47 AM APRV

Form Started By: Letty Saenz

Started On: 05/25/2010 03:13
PM

Final Approval Date: 05/28/2010



County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 25, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: AMENDMENT #1 TO WORK AUTHORIZATION #1
"Amigo Park Sub., East of North I Rd."
C-10-072-03-23

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING AMENDMENT #1 TO WORK AUTHORIZATION #1 IN THE AMOUNT OF \$84,197.25 FOR J.E. SAENZ & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNTS:
0-1204-431-00-124-007-0-334 / 711 / 731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-072-03-23
Work Authorization Form

AMENDMENT 1 TO
WORK AUTHORIZATION No. 1

THIS AMENDMENT TO WORK AUTHORIZATION No.1 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, J.E. Saenz & Associates, Inc., professional engineer of Edinburg, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this *Amendment to Work Authorization No.1* is for the Engineer to provide design for: *Professional Engineering Services for Preliminary Design and Construction Phase Services for Amigo Park Subdivision East of North "I" Road.*

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 *Amendment to Work Authorization No. 1* is \$84,197.25.00. 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 *Amendment to Work Authorization No. 1* shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This *Amendment to Work Authorization No. 1* shall be funded through funding source:

Account No. 0-1224-431-00-124-007-0-711/731/334

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This *Amendment to Work Authorization No. 1* shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of the scopes of work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This *Amendment to Authorization No. 1* 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 *Amendment to Work Authorization No. 1.*

HIDALGO COUNTY

COMMISSIONER PRECINCT No. 4

BY: _____

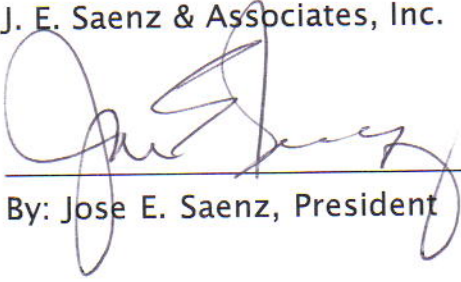
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This *Amendment to Work Authorization No. 1* is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:

J. E. Saenz & Associates, Inc.



By: Jose E. Saenz, President

THE OWNER:

Hidalgo County

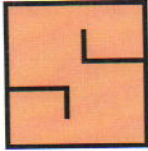
By: Rene A. Ramirez, County
Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A"- Service to be Provided by the Engineer
- ATTACHMENT "B"- Service to be Provided by the Owner
- ATTACHMENT "C"- Work Schedule
- ATTACHMENT "D"- Estimated Cost Proposal



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION – AMENDMENT 1 TO WORK AUTHORIZATION NO. 1

Scope of Services

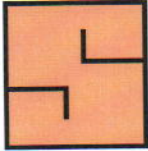
1. The following provides an outline of the services to be provided by the OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- a. Approve agenda and all exhibits prior to public meeting.
 - b. Approve date and location of the meeting.
 - c. Review/approve Public Meeting Report
10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



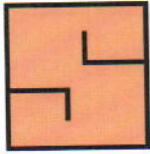
J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
12. Review and approve the Project design criteria.
13. Review and approve change orders as required and prepared by the ENGINEER.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION – AMENDMENT 1 TO WORK AUTHORIZATION NO. 1

Scope of Services

This project is consists of obtaining al necessary documentations and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4 as well as construction plans for the subdivision.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
 - a. Property Owner Investigation
 - b. Title Research
 - c. Boundary Survey
 - d. Property Map
 - e. Right-of-Way Map
 - f. Aerial Map
 - g. Metes and Boundary Description
 - h. Set all Parcel Lot Corners

2. Sewer Improvements
 - a. Topographic Survey
 - b. Plans
 - c. Specifications
 - d. Construction Cost Estimate
 - e. Close Out Documentation
 - f. As-Built Plans

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #4.

F:\JESAENZ\ENGPROJ\SENG2010\ENG 10.005 Amigo Park\1- Proposal & Contracts\Amendment

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

AMENDMENT 1 TO WORK AUTHORIZATION NO. 1

Project Name: Amigo Park

STATEMENT OF PROBABLE COST

Project Number: Eng. 10.005

Page 1 of 1

SEWER IMPROVEMENTS

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION/DEMobilIZATION	1 LS	\$8,000.00	\$8,000.00
2	12" SANITARY SEWER PIPE, SDR 26	160 LF	\$18.00	\$2,880.00
3	8" SANITARY SEWER PIPE, SDR 26	5350 LF	\$12.00	\$64,200.00
4	12" STUB OUT	1 EA	\$1,000.00	\$1,000.00
5	4' DIAMETER FIBERGLASS MANHOLE	17 EA	\$2,500.00	\$42,500.00
6	4" SANITARY SEWER SERVICE (SHORT)	68 EA	\$500.00	\$34,000.00
7	16" STEEL CASING	260 LF	\$120.00	\$31,200.00
8	TRENCH SAFETY PROTECTION	5550 LF	\$1.00	\$5,550.00
9	15" RCP STORM DRAIN, CL III	1000 LF	\$60.00	\$60,000.00
10	LIME TREATMENT FOR BASE COURSE (DRIVEWAYS)	1,890 S.Y.	\$7.50	\$14,175.00
11	DRIVEWAYS (CONCRETE PAV)	50 SY	\$20.00	\$1,000.00
12	DRIVEWAYS (ASPH CONC PAV)(PB-1)	\$1,840 S.Y.	\$7.50	\$13,800.00
13	DRAIN SWALE RESTORATION	\$6,945 LF	\$6.00	\$41,670.00
			SUB TOTAL:	\$319,975.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	\$	\$319,975.00
2) 10 % CONTINGENCY	\$	31,997.50
	SUBTOTAL:	\$ 351,972.50
3) ROW MAPPING (\$500/parcel)(98 parcels)	\$	49,000.00
4) ENGINEERING	\$	35,197.25
5) GEOTECHNICAL MATERIAL TESTING	\$	5,000.00
	\$	89,197.25

TOTAL: \$ 441,169.75

BM 11
 X= 1,096,517.50
 Y= 16,617,317.31
 Z= 100.15

BM 6
 X= 1,096,233.70
 Y= 16,614,676.06
 Z= 101.76

BEGIN PROJECT
 TIE TO EXIST. MH
 STA. 10+00.00

BEGIN PROJECT
 STA. 10+07.50

BEGIN PROJECT
 STA. 10+07.50

BEGIN PROJECT
 STA. 10+07.50

END PROJECT
 STA. 30+24

END PROJECT
 STA. 21+83

END PROJECT
 STA. 21+91

END PROJECT
 STA. 21+93

EMPHASIZED



SCALE: 1"=200'
 HORIZ. 1"=200'

TYPE FIRM REGISTRATION NO. 1273

J.E. SAENZ & ASSOCIATES, INC.

P.O. BOX 3030
 ENHOURG, TEXAS 78640

TEL. (866) 381-2884
 FAX (866) 381-2758



AMIGO PARK SUBDIVISION
 PROJECT LAYOUT

SCALE: 1"=200' HORIZ.

PLAN

PROFILE

SECTION

DATE

PROJECT NO.

STATE

FEDERAL AID PROJECT NO.

ROADWAY NO.

CHECKED

DATE

COUNTY

CITY

PROJECT NO.

DATE

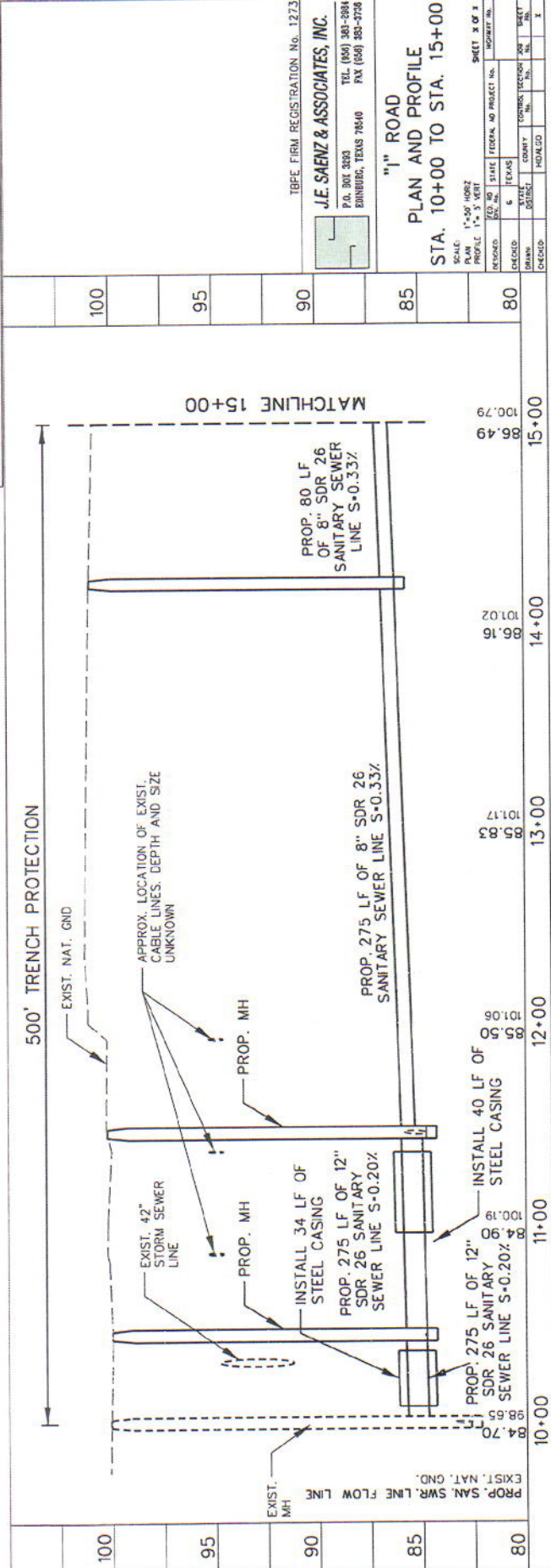
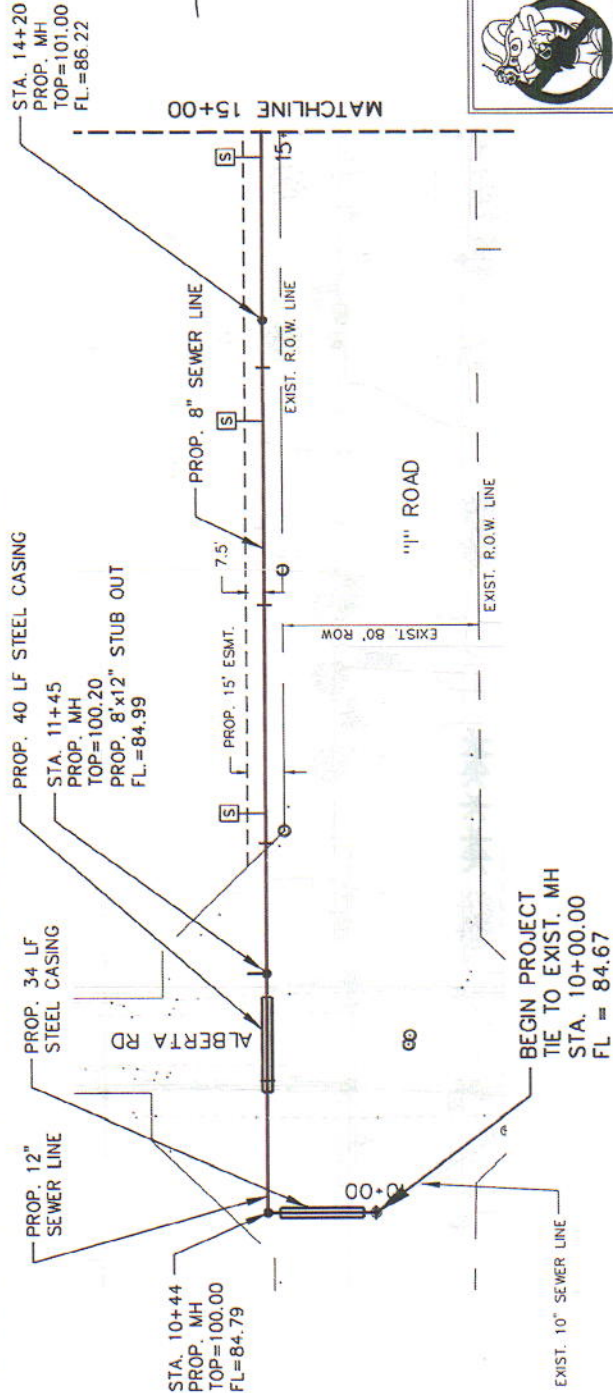
CHECKED

LEGEND

○	FND. IRON ROD
⊕	POWER POLE
⊕	TEL. PEDESTAL
⊕	GUY WIRE
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	MAIL BOX
⊕	TREE
○	IRR. STAND PIPE
○	EXIST. GAS LINE
---	EXIST. FENCE LINE
-UC-	UNDERGROUND CABLE
---	EXIST. CULVERTS
⇄	DITCH FLOW DIRECTION
⊕	PROP. 4" SERVICE

CONSTRUCTION NOTES:

- CONTRACTOR TO CALL 1-800-DIG TEST FOR VERIFICATION OF ALL UTILITY LOCATIONS BEFORE ANY CONSTRUCTION.
- ONLY UTILITIES FOR WHICH INFORMATION WAS AVAILABLE ARE SHOWN. LOCATIONS AND ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL VERIFY UTILITY LOCATIONS WITH OWNER.



SCALE: 1" = 10' HORIZ
1" = 4' VERT

PLAN PROFILE

TBPE FIRM REGISTRATION No. 1273

J.E. SAENZ & ASSOCIATES, INC.

P.O. BOX 3033 BRINNING, TEXAS 78610 TEL. (800) 381-2884 FAX (800) 381-2728

"11" ROAD

PLAN AND PROFILE

STA. 10+00 TO STA. 15+00

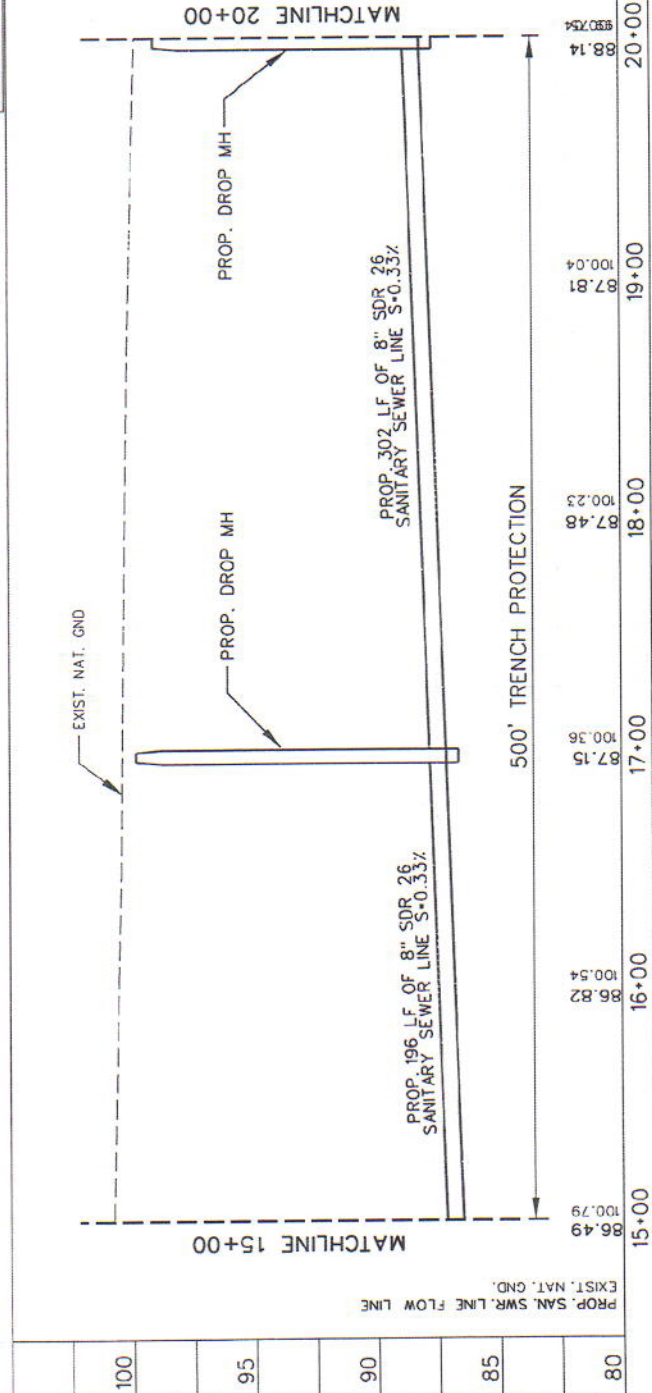
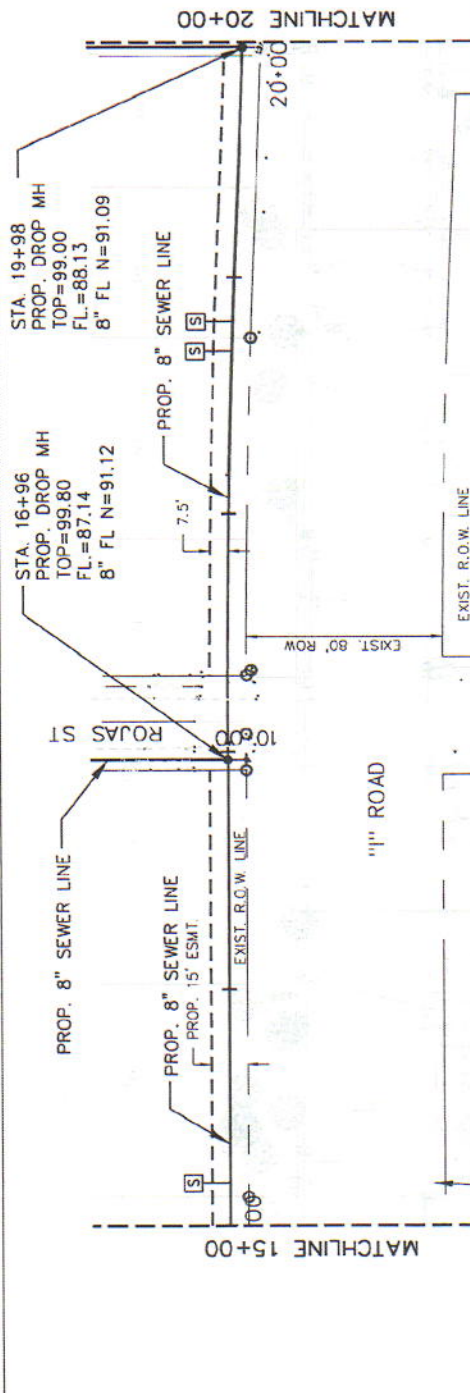
DESIGNED BY	STATE	FEDERAL PROJECT NO.	SHEET X OF Y
CHECKED BY	TEXAS		
DRAWN BY	DISTRICT	COUNTY	CITY
CHECKED BY	HOA/UD		

LEGEND

○	FND. IRON ROD
⊕	POWER POLE
⊞	TEL. PEDESTAL
⊖	CUY WIRE
⊗	WATER VALVE
⊘	WATER METER
⊙	FIRE HYDRANT
⊚	MAIL BOX
⊛	TREE
○	IRR. STAND PIPE
—X—	EXIST. GAS LINE
—X—	EXIST. FENCE LINE
—UC—	UNDERGROUND CABLE
—	EXIST. CULVERTS
←	DITCH FLOW DIRECTION
⊞	PROP. 4" SERVICE



CONSTRUCTION NOTES:
 1) CONTRACTOR TO CALL 1-800-DIG TO VERIFY LOCATION OF ALL UTILITY LOCATIONS BEFORE ANY CONSTRUCTION.
 2) ONLY UTILITIES FOR WHICH INFORMATION WAS AVAILABLE ARE SHOWN. LOCATIONS AND ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
 3) CONTRACTOR SHALL VERIFY UTILITY LOCATIONS WITH OWNER.



TYPE FIRM REGISTRATION No. 1273
J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3093 TEL. (864) 383-8884
 BRUNING, TEXAS 78510 FAX (868) 383-0788

"1" ROAD
PLAN AND PROFILE
STA. 15+00 TO STA. 20+00

SCALE: 1" = 40' HORIZ
 1" = 4' VERT

PROJECT NO. _____ SHEET NO. _____ OF _____
 COUNTY _____ STATE _____ DATE _____
 DRAWN BY _____ CHECKED BY _____
 DESIGNED BY _____

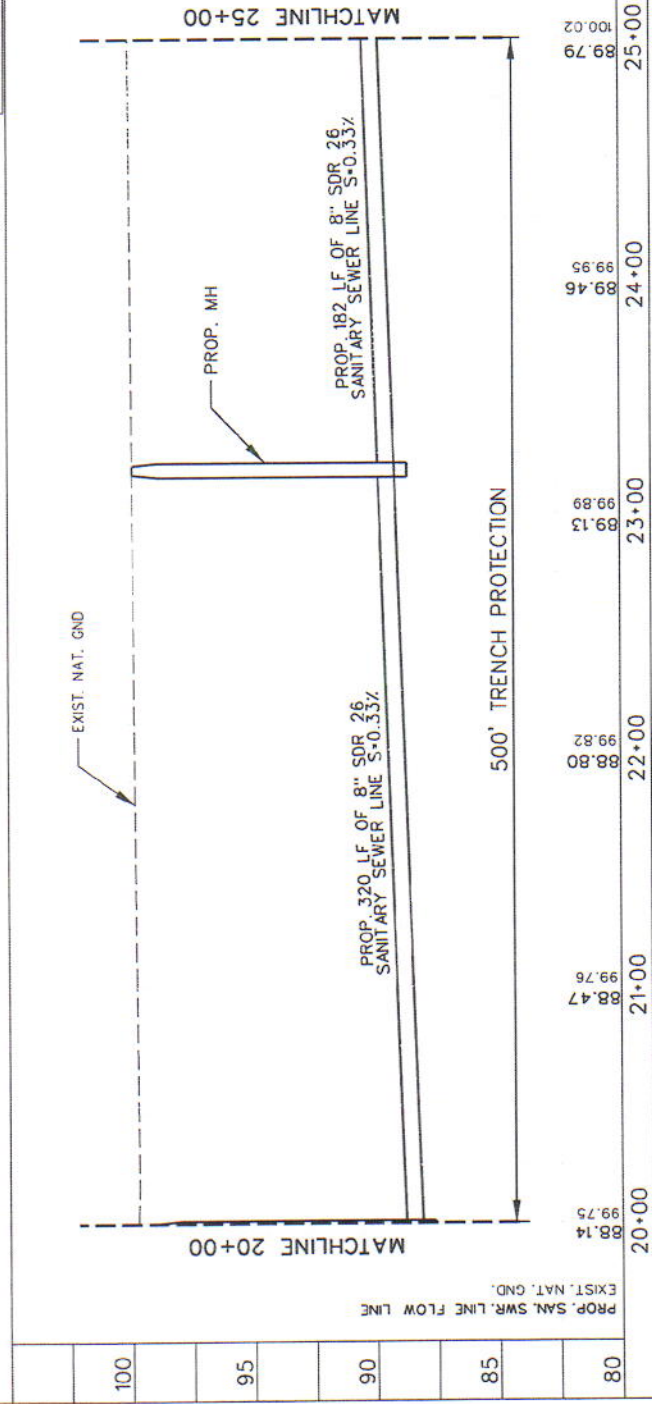
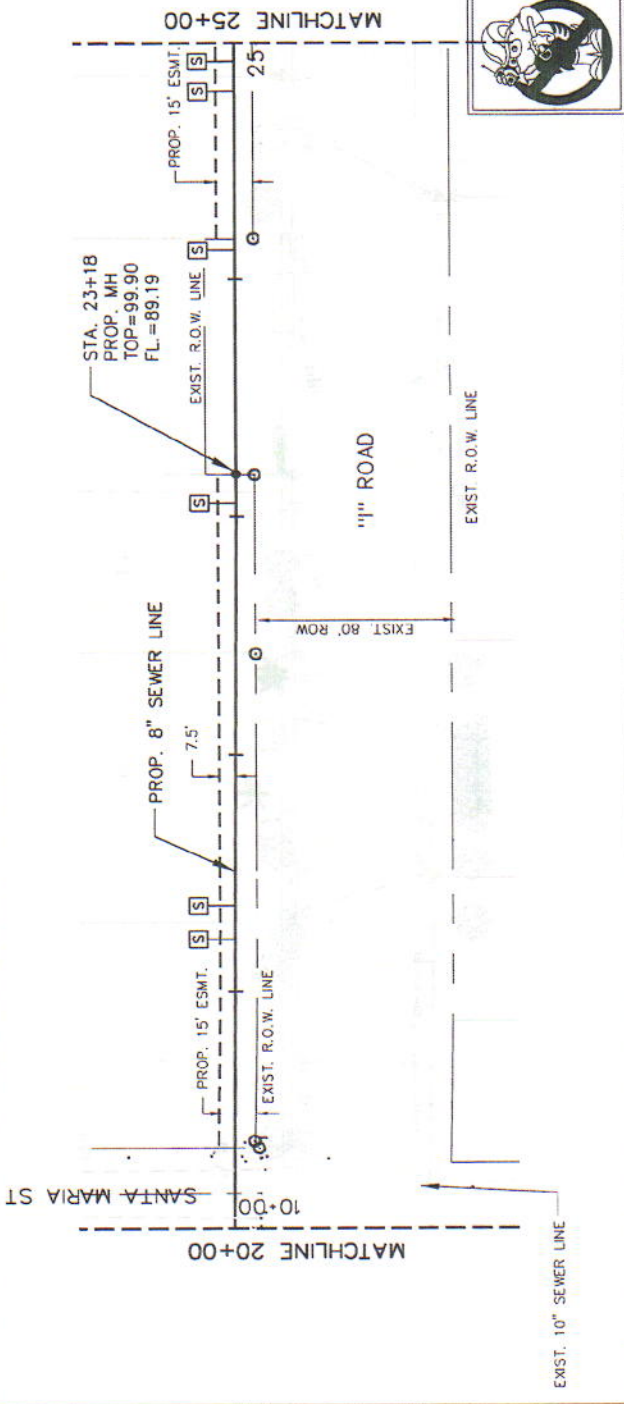
100	100.79	86.49	15+00
95	100.54	86.82	16+00
90	100.36	87.15	17+00
85	100.23	87.48	18+00
	100.04	87.81	19+00
	99.75	88.14	20+00

LEGEND

- - FND. IRON ROD
- POWER POLE
- ⊠ - TEL. PEDESTAL
- GUY WIRE
- ⊗ - WATER VALVE
- ⊕ - WATER METER
- ⊖ - FIRE HYDRANT
- ⊙ - MAIL BOX
- ⊘ - TREE
- - IRR. STAND PIPE
- EXIST. GAS LINE
- EXIST. FENCE LINE
- UC - UNDERGROUND CABLE
- EXIST. CULVERTS
- ← - DITCH FLOW DIRECTION
- ⊠ - PROP. 4" SERVICE



CONSTRUCTION NOTES:
 1) CONTRACTOR TO CALL 1-800-DG TESS FOR VERIFICATION OF ALL UTILITY LOCATIONS BEFORE ANY CONSTRUCTION.
 2) ONLY UTILITIES FOR WHICH INFORMATION WAS AVAILABLE ARE SHOWN. LOCATIONS AND ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
 3) CONTRACTOR SHALL VERIFY UTILITY LOCATIONS WITH OWNER.



TYPE FIRM REGISTRATION No. 1273
J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3833 EUBANK, TEXAS 78640
 TEL (860) 383-2864 FAX (860) 383-0728

11th ROAD
PLAN AND PROFILE
STA. 20+00 TO STA. 25+00

SCALE: 1" = 10' HORIZ. 1" = 4' VERT.

DESIGNED BY	DATE	FEDERAL PROJECT NO.	SHEET NO. OF X
CHECKED BY	DATE	STATE PROJECT NO.	
DRAWN BY	DATE	COUNTY PROJECT NO.	
CHECKED BY	DATE	CITY PROJECT NO.	

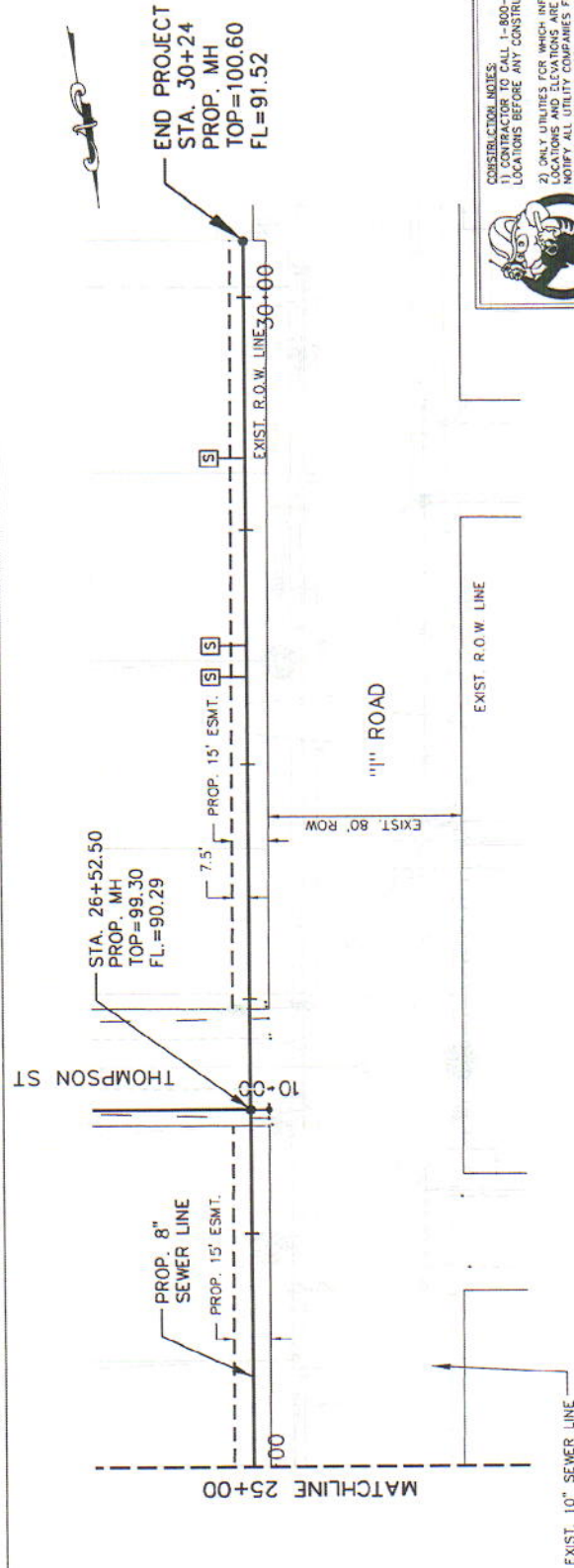
100	100.02	89.79	25+00
95	99.89	99.13	24+00
90	99.82	99.76	23+00
85	99.80	99.76	22+00
80	99.75	99.75	21+00

EXIST. NAT. GND.
 PROP. SAN. SWR. LINE FLOW LINE

LEGEND

- - END, IRON ROD
- - POWER POLE
- ⊞ - TEL. PEDESTAL
- ⊞ - GUY WIRE
- ⊞ - WATER VALVE
- ⊞ - WATER METER
- ⊞ - FIRE HYDRANT
- ⊞ - MAIL BOX
- ⊞ - TREE
- - R.R. STAND PIPE
- - EXIST. GAS LINE
- - EXIST. FENCE LINE
- - UC - UNDERGROUND CABLE
- - EXIST. CULVERTS
- - DITCH FLOW DIRECTION
- ⊞ - PROP. 4" SERVICE

END PROJECT
 STA. 30+24
 PROP. MH
 TOP=100.60
 FL=91.52



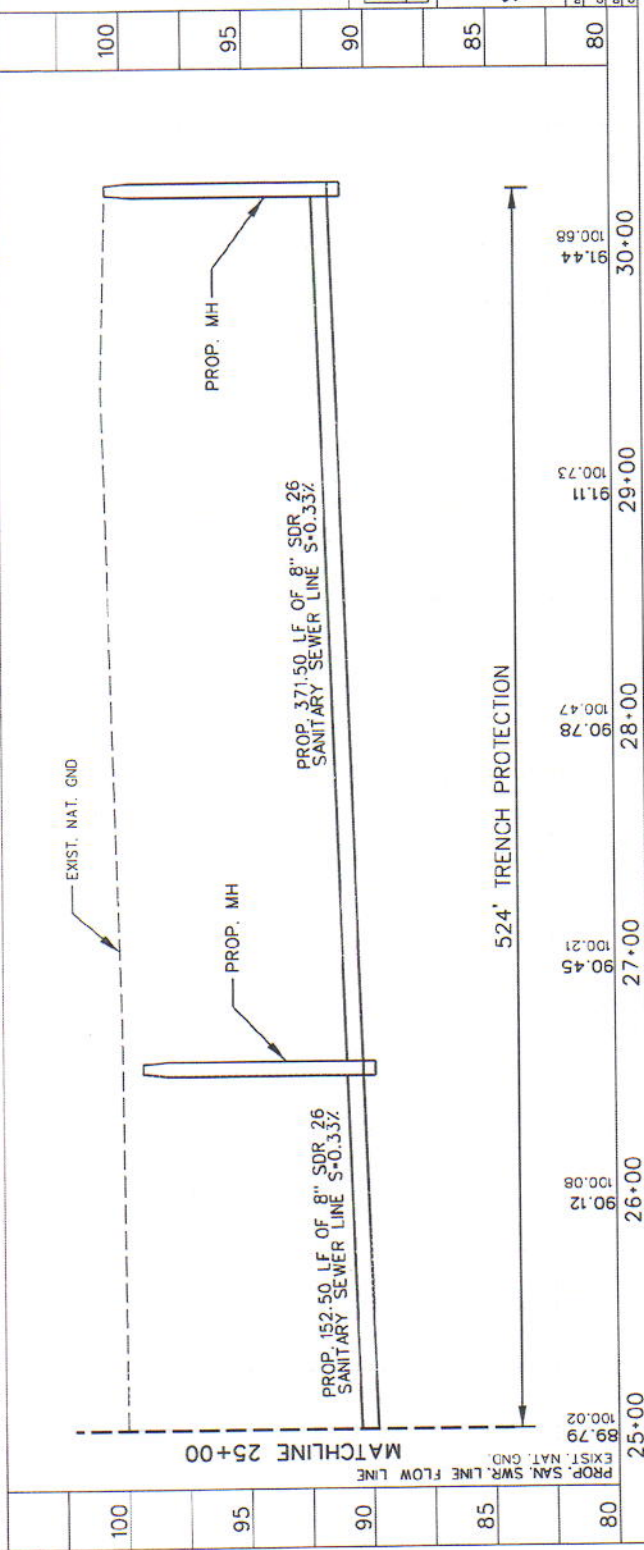
CONSTRUCTION NOTES
 1) CONTRACTOR TO CALL 1-800-DIG TESS FOR VERIFICATION OF ALL UTILITY LOCATIONS BEFORE ANY CONSTRUCTION.
 2) ONLY UTILITIES FOR WHICH INFORMATION WAS AVAILABLE ARE SHOWN. LOCATIONS AND ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
 3) CONTRACTOR SHALL VERIFY UTILITY LOCATIONS WITH OWNER

TYPE FIRM REGISTRATION No. 1273
J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3233 TEL (800) 383-2898
 BURBANK, TEXAS 76510 FAX (800) 383-3728

1" ROAD
PLAN AND PROFILE
STA. 25+00 TO STA. 30+24

SCALE: 1"=50' HORIZ
 1"=5' VERT

DESIGNED	BY: J.E. SAENZ	STATE	TEXAS	FEDERAL PROJ. NO.		SHEET NO. OF 4
DRAWN	BY: J.E. SAENZ	COUNTY	TARRANT	CONTRACT NO.		ROADWAY NO.
CHECKED	BY: J.E. SAENZ	DISTRICT				



524' TRENCH PROTECTION

80	89.79	100.02	25+00
	90.12	100.08	26+00
	90.45	100.21	27+00
	90.78	100.47	28+00
	91.11	100.73	29+00
	91.44	100.88	30+00

Leticia Saenz

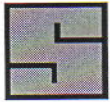
From: Juan Uribe [juribe@jesaenz.com]
Sent: Tuesday, May 25, 2010 3:58 PM
To: 'Juan Uribe'; Leticia Saenz
Cc: rumaldo.munoz@co.hidalgo.tx.us; fquintanilla@jesaenz.com; info@jesaenz.com
Subject: RE: Amendment 1 for Work Auth. No, 1
Attachments: AMEND 1 TO WORK AUTH 1.pdf

Miss Saenz,

Please find attached the updated Amendment 1 to Work Authorization No. 1 for Amigo Park Subdivision. If you have any question feel free to contact our office.

Thank You,

Juan F. Uribe Jr.
Graduate Engineer / Designer



J.E. Saenz & Associates Inc.
211 E. Wisconsin Ave.

Ph: (956)-383-2984
Fax: (956)-383-3736
Cell: (956)-225-9156
Email: Juribe_5@hotmail.com
Email: Juribe@jesaenz.com
www.jesaenz.com

The road to success is not straight. There is a curve called Failure, a loop called Confusion, speed bumps called Friends, red lights called Enemies, caution lights called Family. You will have flats called Jobs. But, if you have a spare called Determination, an engine called Perseverance, insurance called Faith, a driver called Jesus, you will make it to a place called Success.
Philippians 4:13

EXHIBIT "E"

HIDALGO COUNTY Professional Engineering Services Agreement # C-10-072-03-23 Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Amigo Park Subdivision East of North I Road.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$66,112.25. The breakdown of the total amount is \$39,000.00 for right of way acquisition and \$27,112.25 for engineering services. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 0724-431-00-104-007-0-711/731

Account No. C-10-072-03-23

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. #1.

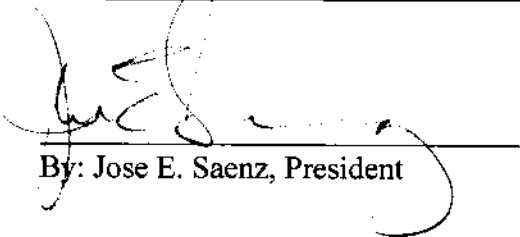
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4 :

BY: O. G. Garza, Jr.

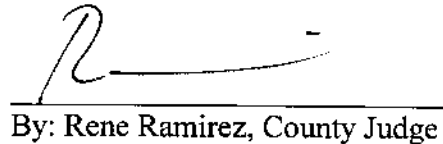
PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 3/30/10 as indicated below and effective as of 30th day of March, 2010.

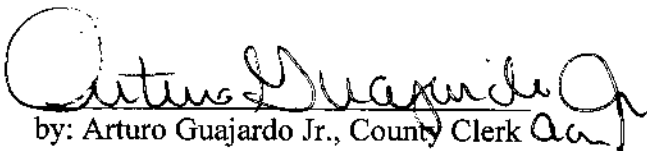
THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.


By: Jose E. Saenz, President

THE OWNER:
HIDALGO COUNTY


By: Rene Ramirez, County Judge

ATTEST:


by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Estimated Cost Proposal

Hidalgo County Precinct #4 Amigo Park Subdivision

March 2010

Eng 10.005



**J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984**

MAR 23 2010



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

February 12, 2010

Commissioner Oscar L. Garza, Jr.
County of Hidalgo, Precinct 4
P.O. Box 1356
Edinburg, Texas 78540

Re: Amigo Park Subdivision
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on this subdivision has led us to the understanding that there are approximately 78 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services \$39,000.00 and \$27,112.25 respectively for the parcels and design portion of Amigo Park Subdivision.

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4. We will be conducting services for the 78 parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

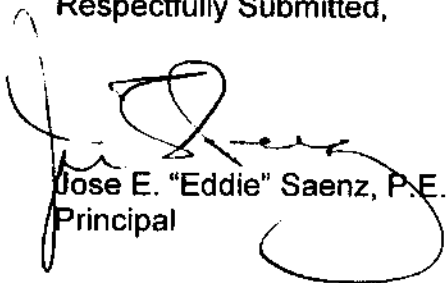
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

We will then proceed with construction plans for the proposed sewer services within the subdivision. The plans will be created for the proposed construction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new sewer as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,



Jose E. "Eddie" Saenz, P.E.
Principal

JES/fq

F:\JESAENZ\ENGPROJ\ENG2010\ENG 10.005 Amigo Park\Misc\Amigo Subdivision RRCT 4 proposal letter.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



EXHIBIT "A"

**Scope of Services
Provided by Owner**



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- a. Approve agenda and all exhibits prior to public meeting.
- b. Approve date and location of the meeting.
- c. Review/approve Public Meeting Report

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
12. Review and approve the Project design criteria.
13. Review and approve change orders as required and prepared by the ENGINEER.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



EXHIBIT "B"

**Scope of Services
Provided by Engineer**



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

AMIGO PARK SUBDIVISION

Scope of Services

This project is consists of obtaining al necessary documentations and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #4 as well as construction plans for the subdivision.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
 - a. Property Owner Investigation
 - b. Title Research
 - c. Boundary Survey
 - d. Property Map
 - e. Right-of-Way Map
 - f. Aerial Map
 - g. Metes and Boundary Description
 - h. Set 28 Parcel Lot Corners

2. Paving Improvements
 - a. Conduct a topographic survey for the project area.
 - b. Generate plans and profiles for the proposed project.
 - c. Provide monthly site visits to monitor construction progress.
 - d. Review pay request and make recommendations.
 - e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
 - f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #4.

F:\JESAENZ\ENGPJOJS\ENG2010\ENG 10.005 Amigo Park\Misc\Amigo Subd Engineers Scope of Services.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

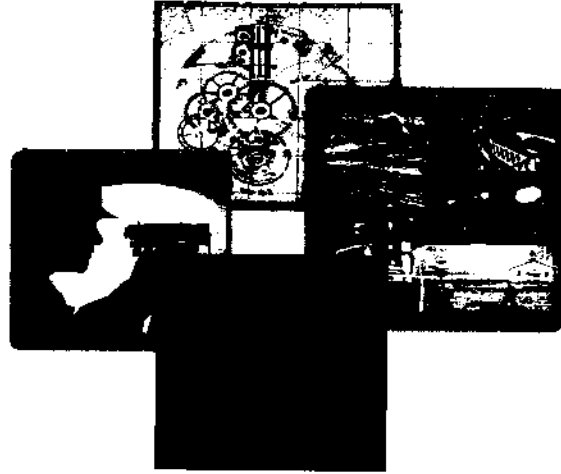


EXHIBIT "C"

Work Schedule

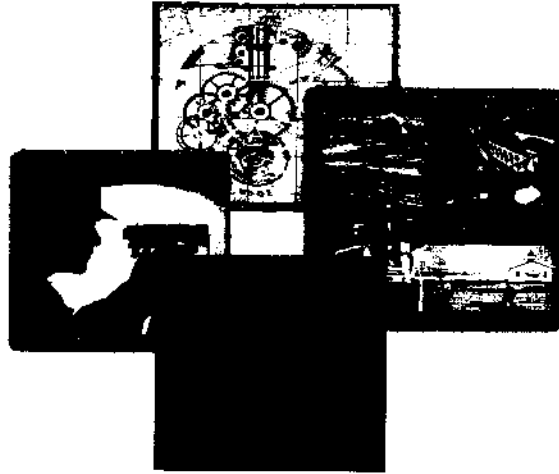


EXHIBIT "D"

Estimated Cost Proposal

Project Name: Amigo Park
 Project Number: Eng. 10.005

STATEMENT OF PROBABLE COST

SEWER IMPROVEMENTS

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION/DEMOBILIZATION	1 LS	\$8,000.00	\$8,000.00
2	8" SANITARY SEWER PIPE, SDR 26	5100 LF	\$12.00	\$61,200.00
3	4' DIAMETER FIBERGLASS MANHOLE	15 EA	\$2,500.00	\$37,500.00
4	4" SANITARY SEWER SERVICE (SHORT)	65 EA	\$500.00	\$32,500.00
5	16" STEEL CASING	185 LF	\$120.00	\$22,200.00
6	TRENCH SAFETY PROTECTION	5100 LF	\$1.00	\$5,100.00
7	15" RCP STORM DRAIN, CL III	500 LF	\$60.00	\$30,000.00
8	4% LIME TREATMENT FOR BASE COURSE (DRIVEWAYS)	1,250 S.Y.	\$7.50	\$9,375.00
9	DRIVEWAYS (CONCRETE PAV)	50 SY	\$20.00	\$1,000.00
10	DRIVEWAYS (ASPH CONC PAV)(PB-1)	1200 S.Y.	\$7.50	\$9,000.00
11	DRAIN SWALE RESTORATION	5100 LF	\$6.00	\$30,600.00
SUB TOTAL:				\$246,475.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	\$246,475.00
2) 10 % CONTINGENCY	\$ 24,647.50
	SUBTOTAL: \$ 271,122.50
3) ROW MAPPING (\$500/parcel)(78 parcels)	\$ 39,000.00
4) ENGINEERING	\$ 27,112.25
5) GEOTECHNICAL MATERIAL TESTING	\$ 2,500.00
	\$ 68,612.25

TOTAL: \$ 339,734.75

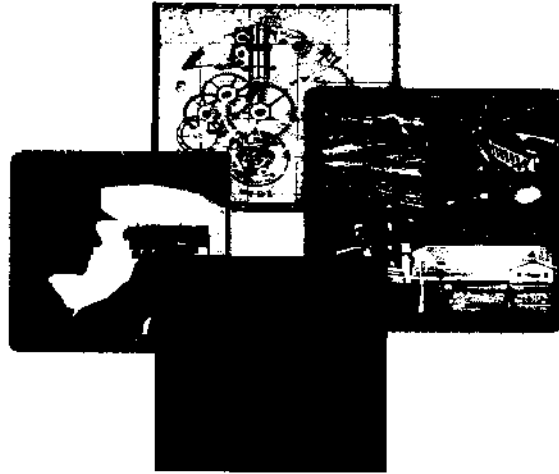


EXHIBIT "E"

Work Authorization



County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MARCH 23, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
"Amigo Park Sub., East of North I Rd."
C-10-072-03-23

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION #1 IN THE AMOUNT OF **\$66,112.25** FOR **J.E. SAENZ & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNTS:
0-1204-431-00-124-007-0-711 / 731 \$39,000.00 and \$27,112.25

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

AI-20538**20.D.2.****Pct 4-Prof. Eng Svcs Agreement-Quintanilla, Headley & Associates Inc & WA #1, 2 & 3 for J E Saenz & Associates, Inc - C-10-072-03-23****CC REGULAR****Date:** 03/30/2010**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Prct. 4**Information****CAPTION**

a. Requesting approval of a professional services agreement with QUINTANILLA, HEADLEY AND ASSOCIATES, INC. for the purposes of professional engineering services for: "PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS" (on an as needed basis) within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization #1 (\$ 66,112.25) (Amigo Park Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Precinct No. 4, in connection with Contract No. C-10-072-03-23;

c. Requesting approval of Work Authorization #2 (\$ 20,000.00) (Murillo II Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23;

d. Requesting approval of Work Authorization #3 (\$ 3,500.00) (Chapa Road) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23.

BACKGROUND

WA#s 1, 2 & 3 - J E Saenz & Associates Inc - C-10-072-03-23

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1204-431-00-124-007-0-711/731**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Object code 711 funding available as of 3-26-10 \$ 57,100.00 , plus \$6,000 pending approval of AI#20482 CC 3/30/10.

Object code 731 funding available as of 3-26-10 \$108,316.62

AttachmentsLink: [Contract Document-Quintanilla Headley & Associates Inc-C-10-072A-03-30](#)Link: [WA#1-Amigo Park Subdivision-J E Saenz & Assoc](#)

the No.1 ranked firm of Quintanilla, Headley for the provision of Surveying Services required for the sale or exchange of Precinct No. 3's sale or exchange of the former/old Administrative Offices and Shop Complex Project.

D. Pct. 4

1. AI-20459

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/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 Appraisal Services required for: North "I" Road-Phase II Project in Pct. #4;

1st. HLH Appraisal 98; 2nd. Professional Appraisal 95; 3rd. Adelaido Gonzalez/ DBA Southmos
80

c. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No.1 ranked firm of HLH for the provision of Appraisal Services for the North "I" Road-Phase II Project in Pct. #4;

2. AI-20538

a. Requesting approval of a professional services agreement with QUINTANILLA, HEADLEY AND ASSOCIATES, INC. for the purposes of professional engineering services for: "PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS" (on an as needed basis) within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization #1 (\$ 66,112.25) (Amigo Park Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Precinct No. 4, in connection with Contract No. C-10-072-03-23;

c. Requesting approval of Work Authorization #2 (\$ 20,000.00) (Murillo II Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23;

d. Requesting approval of Work Authorization #3 (\$ 3,500.00) (Chapa Road) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23.

E. Sheriff's Office

1. AI-20443

Presentation of bids received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office - DNA Testing Lab Services" - RFB-2010-069-03-30-MEG

F. County Clerk

1. AI-20509

Requesting authority to advertise a request for proposals with approval of procurement packet (i.e. specifications/requirements, legal notice & draft contract documents) as attached hereto for " Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"-RFP No. 2010-089-04-21-otm

G. Co. Wide

1-N/A

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-072-03-23

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for “**Paved and Un-Paved Construction Road Projects**” (on an as needed basis) for **Hidalgo County Precinct Number 4** hereinafter referred to as the “**Project**”).

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - Work Schedule**, attached hereto and made a part of this Agreement exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year**; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer**

to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Services. For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "DI"-Fee Breakdown**, attached hereto and made a part of this

Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the

Engineer during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the

Owner and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached

hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary

to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will

revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Sub-Contracting and Assignment. The **Engineer** shall not assign, subcontract or

transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to

the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement,

or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this

Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as

set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in

document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees**

has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such

invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539

ENGINEER:
J. E. Saenz & Associates, Inc.
211 East Wisconsin Road
Edinburg, Texas 78539

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional

Services to be effective as of the 23rd day of March, 2010.

ENGINEER:

J. E. SAENZ & ASSOCIATES, INC.

BY: 

Jose E. "Eddie" Saenz, P.E./President

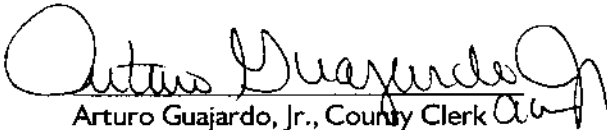
OWNER:

HIDALGO COUNTY

BY: 

Rene A. Ramirez, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on March 5th, 2010.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

ATTACHMENTS:

- EXHIBIT A-I -Request for Qualifications (RFQ) Procurement Packet
- EXHIBIT A -Scope of Services to be provided by the Owner
- EXHIBIT B -Scope of Services to be provided by the Engineer
- EXHIBIT C -Work Schedule
- EXHIBIT D -Engineer's Rates
- EXHIBIT E -Work Authorization Form
- EXHIBIT F -Supplemental Agreement Form
- EXHIBIT G -certificate of Insurance (Hidalgo County)

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)

"Engineering Services"

RFQ NO: 2009-028-01-14-MSS

1. Request For Qualifications Letter, consisting of 1 page.
2. Check List, consisting of 1 page.
3. Request for Qualifications, Legal Notice, consisting of 8 pages.
4. Exhibit A, Requirements, consisting of 10 pages.
5. Exhibit B, Evaluation Criteria, consisting of 3 pages.
6. Exhibit C, Insurance Requirements, consisting of 4 pages.
7. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
8. Exhibit E, Proposer's Affidavit, consisting of 1 page.
9. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
10. IRS W-9 Form, consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
12. Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.
13. Professional Services Procurement Form, Attachment B, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

12/29/08

Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **“Engineering Services-Hidalgo County”** (including all
funding sources, programs, and entities)

RFQ NO: 2009-028-01-14-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and
consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ
process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at
(956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

RFQ NO: 2009-028-01-14-MSS

BUYER II: MOISES SALAZAR

TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ENGINEERING SERVICES-HIDALGO COUNTY (Including all Funding Sources, Programs and Entities)

JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFO NO: 2009-028-01-14-MSS

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County**", (**Including all Funding Sources, Programs and Entities**) in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFO NO: 2009-028-01-14-MSS-ENGINEERING SERVICES-HIDALGO COUNTY** and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 14, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.

Hidalgo County reserves the right to refuse and reject any/all RFOs and to waive any/all formalities or technicalities, or to accept the RFO considered the best and most advantageous to Hidalgo County.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to molises.salazar@co.hidalgo.tx.us **BY NO LATER THAN** Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. **DELIVERY INSTRUCTIONS (for applicable goods and/or services):**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "Engineering Services-Hidalgo County"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>January 14, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. **Minimum Standards For Responsible Prospective Proposers:** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-028-01-14-MSS

January 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Engineering Services-Hidalgo County (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 14, 2009. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

- A.**
 - Route and Design Studies
 - Social, Economic, Environmental Studies and Public Involvement
 - Right of Way Maps and Data
 - Utility Adjustments
 - Surveying
 - Pre-Design
- B.**
 - Roadway Design
 - Drainage Design
 - Solid Waste
 - Signing, Markings and Signalization
 - Traffic Control Plans
 - Bridge Design
 - Plans and Specifications
 - Bid Preparation
- C.**
 - Building Design
 - Plans, Drawings and Specifications
 - Bid Package Preparation

- **D.**
 - **Construction Contract Management**
 - **Conduct Construction Materials Engineering and Testing Services**
 - **Design for New Construction**
 - **Design for Alterations/Renovations**
 - **Needs Assessment**
 - **ADA Compliance**
 - **Code Analysis**
 - **Cost Estimating**

- **E.**
 - **Soil/Rock and Foundation Studies**
 - **Excavations and Trenches**
 - **Dams and Cut or Filled Slopes**
 - **Pavements**
 - **Water and Waste Retention/Disposal**
 - **Specialized Testing and Instrumentation**

Other Engineering Services include:

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

- A. **Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.**
- B. **Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:**
 - 1. **Copy of current license certification with state seal**
 - 2. **History of engineering certification from the State of Texas.**
 - 3. **List of projects related to the subject areas within the past year.**

- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____	20	_____
2. Experience of Project Team Comments/Rationale For Points: _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____	10	_____
Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability Insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

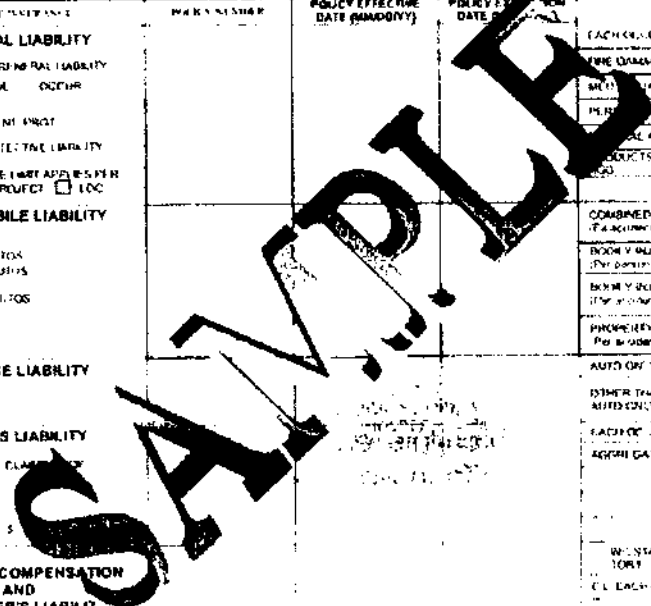
INSURED

- INSURER A
- INSURER B
- INSURER C
- INSURER D
- INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (ANY TYPE) \$
	<input type="checkbox"/> CLAIMS MADE / OCCUR				PER OCCURRENCE \$
	<input type="checkbox"/> OWNERS / PROFESSIONAL LIABILITY				PER OCCURRENCE \$
	AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC				ANNUAL AGGREGATE \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (F.A. 40900) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (F.A. 40900) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (F.A. 40900) \$
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (F.A. 40900) \$
	<input type="checkbox"/> GARAGE LIABILITY				PROPERTY DAMAGE (F.A. 40900) \$
	<input type="checkbox"/> ANY AUTO				AUTO OFF-YEARLY OCCUR \$
C	EXCESS LIABILITY				OTHER THAN AUTO ONLY \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$				AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				PER STATE <input type="checkbox"/> PER OCCURRENCE \$
					CL. DISEASE ACCIDENT \$
					CL. DISEASE PERMANENT \$
					CL. DISEASE PER YEAR \$
	OTHER				



DESCRIPTION OF OPERATIONS / LOCATION / VEHICLE / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

HIDALGO COUNTY
Purchasing Department
1000 W. Broadway
Hidalgo, TX 79555
Phone: 361-741-2000
Fax: 361-741-2001

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

I understand that if I am awarded
this project

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public

My commission expires: _____, 200__.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? Yes No

If yes, by whom? Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type on page 2.
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 564(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, *Application for a Social Security Card*, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, *Application for IRS Individual Taxpayer Identification Number*, to apply for an ITIN, or Form SS-4, *Application for Employer Identification Number*, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Inform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or single-owner LLC	The owner ⁵
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ⁶
7. A valid trust, estate, or pension trust	Legal entity ⁷
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or person) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

HIDA/ COUNTY PURCHASING DEPARTMENT
ATTACHMENT "A"
DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:			
Principals of Firm and Titles:			
Firm's Registration No.:			
Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering
Local References (Rio Grande Valley) List Four (4) Only:			
Reference #1:			
Reference #2:			
Reference #3:			
Reference #4:			
Recent Projects (Within Two [2] Years) List Four (4) Only:			
Project #1:			
Project #2:			
Project #3:			
Project #4:			

Submitted By:	
Signature:	
Typed Name:	



PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-028-01-14-MSS
"ENGINEERING SERVICES"- HIDALGO
COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"ENGINEERING SERVICES"**.

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us **VIA FAX AT (956) 318-2629** or **VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us** .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"ENGINEERING SERVICES"-HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/mss
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009

**HIDALGO COUNTY
“ENGINEERING SERVICES”**

RFQ NO. 2009-028-01-14-MSS

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-028-01-14-MSS

1. Statement of Qualifications Opening date has been **extended** to new date of Wednesday, **January 28, 2009**, packets are due on or before 9:30 am.
2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by e-mail at: moises.salazar@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-028-01-14-MSS-
HIDALGO COUNTY “ENGINEERING SERVICES.”

Printed Proposer Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATIONS.

EXHIBIT A

-Scope of Services to be
Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:
Public Meetings
 - (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the **ENGINEER** as required in the coordination with the **USACE** and the Federal Emergency Management Agency (**FEMA**) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

Exhibit “B”

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for “**Paved and Un-Paved Road Construction/Drainage Projects**”. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION
- II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES
- III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved Projects.
2. Perform interviews and each Precinct County Commissioner and staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc. Drainage elements to include:
- 3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard

Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

1. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
2. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
3. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

1. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.
2. The Engineer will coordinate and conduct a pre-construction conference.
3. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
4. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
5. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
 - a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

1. **Shop Drawings.** The Engineer will review and check all shop or working drawings furnished by the Contractor.
2. **Control of Materials & Equipment.** The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - c. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.
 - d. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.
3. **Change Orders.** When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
4. **As Built Drawings.** The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineers Agreement Rates

J.E. Saenz & Associates, Inc. Hourly Rates (2009)

Principal	\$175.00
Registered Professional Land Surveyor	\$150.00
Professional Engineer III	\$145.00
Professional Engineer II	\$135.00
Professional Engineer I	\$125.00
Certified Planner AICP	\$100.00
Assistant Planner	\$ 75.00
Engineer Assistant III	\$ 95.00
Engineer Assistant II	\$ 85.00
Engineer Assistant I	\$ 75.00
GIS Analyst III	\$ 75.00
GIS Analyst II	\$ 65.00
GIS Analyst I	\$ 55.00
Construction Superintendent	\$ 85.00
Right-of-Way Agent	\$ 80.00
Technician III	\$ 65.00
Technician II	\$ 60.00
Technician I	\$ 55.00
Survey Coordinator	\$ 70.00
Resident Project Representative	\$ 70.00
Secretary/Clerical/Support Staff	\$ 45.00
Runner Services (including mileage within metro area)	\$ 25.00
GPS Crew	\$125.00
4-Man Survey Crew	\$ 95.00
3-Man Survey Crew	\$ 85.00
2-Man Survey Crew	\$ 75.00

EXPENSES

Direct Expenses	Actual Cost x 1.10
Large Format Copies/Printer	
Scan to File	\$0.25/Sq. Ft.
Bond Paper	\$0.50/Sq. Ft.
Mylar 24"x 36"	\$2.25/Sq. Ft.
Plotter 750	
Mylar 24"x 36"	\$2.50/Sq. Ft.
Roll Stock	\$0.25/Sq. Ft.
Fax	\$1.00/Page
Photocopies	\$0.10/Page
Mileage	\$0.40/Mile

EXHIBIT E

-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section**_____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ____**.

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:
(Firms Name)

THE OWNER:
HIDALGO COUNTY

By: (Name of Engineer)

By: Rene A. Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **2009** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ____ of the **Agreement**, (article title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/10

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED J E Saenz & Associates Inc P O Box 3293 Edinburg, TX 78540	INSURERS AFFORDING COVERAGE INSURER A: Hartford Lloyds INSURER B: Hartford Underwriters Ins Co INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAPZ5144	02/23/10	02/23/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65UJECTW9306	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	65WECPH6742	02/23/10	02/23/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Hidalgo County Purchasing Dept Administration Building 2808 South Business Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Brian E Lewis</i>
---	--

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/10

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED J E Saenz & Associates Inc P O Box 3293 Edinburg, TX 78540	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Lexington Insurance Company	19437												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$		E.L. DISEASE - EA EMPLOYEE		\$		E.L. DISEASE - POLICY LIMIT		\$
	WC STATU-TORY LIMITS	OTH-ER																				
	E.L. EACH ACCIDENT		\$																			
	E.L. DISEASE - EA EMPLOYEE		\$																			
	E.L. DISEASE - POLICY LIMIT		\$																			
A		OTHER Professional Liability	084196665	06/15/09	06/15/10	\$1,000,000 Each Claim \$2,000,000 Policy Agg Ded: \$50,000 Each Claim																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Dept
 Administration Building
 2808 South Business Hwy 281
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

AI-20412**25.E.1.**

**Pct 4 - Approval-Prof Services Agreement w/JE Saenz&Assoc Inc-C-10-072-03-23 &CORRECTION to Prof.Svcs Contrat w/Dannenbaum-#C-09-265-03-16
CC REGULAR**

Date: 03/23/2010**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Prct. 4**Information****CAPTION**

a. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: "PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS" (on an as needed basis) within Hidalgo County Precinct No. 4;

b. Requesting approval of a CORRECTION to Contract No. C-09-265-03-16 with DANNENBAUM ENGINEERING COMPANY (approved by CC on 03/16/10) and to reflect the CORRECT contract number as C-10-101-03-16 for the purposes of an "On-Call" Professional Architectural Services Agreement (on an as needed basis) for County-Owned Buildings/Structures located within Precinct No. 4.

BACKGROUND

Items#1-As authorized for negotiations on 2-08-2010 through the County's approved protocol for selection -Contract (as approved by legal counsel) - C-10-072-03-23-J E Saenz & Associates Inc.;

Item #2 - CORRECTED-Contract#C-10-101-03-16-Dannenbaum Engineering Company - in connection with necessary/needed repairs/renovations/remodeling and/or additions for County-owned buildings/structures located in Pct. #4 on a per project basis through AIA forms of Agreements. and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1204-431-00-124-007-0-731**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Item#1

Amount available as of 3-19-10 \$108,316.62.

On an as Needed Basis.

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

4. **AI-20427** approved subject to funding
Consideration and action on a recommendation by project engineer Quintanilla, Headley and Associates, Inc., to award to the lowest bidder meeting all specifications: The 5125 Company in the amount of \$219,512.50 for Bid No. 2010-050-02-24-MSS -"Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements" project. \$ 219,000.00

5. **AI-20462**
Ratification of Agreement for Elevator Modernization between Hidalgo County and ThyssenKrupp Elevator through the County's participation/membership with the Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators a the Old Administration Building" in the amount of \$376,855.00 in as much as the word "agreement" was not part of the original agenda request caption on previously approved AI # 17069 on August 25, 2009 and as requested by County Auditor for clarifications purposes.

B. Pct. 1

1. **AI-20467** approved
Acceptance of a donation by citizen, Richard Guerra, to mow/clean approximately five (5) acres of county-owned property located in Precinct #1 on Mile 11, West of 1015.

C. Pct. 2

1. **AI-20431** approved
Acceptance and approval of Work Authorization No.4 for R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), with estimated fee of \$6,000.00, provided by project engineer for construction administration and construction staking services for South Tower Estates Project.

D. Pct. 3

1. **AI-20401** approved
Acceptance and approval of Work Authorization No. 5 (with an estimated cost of \$8,000.00) as submitted by project appraiser, Leonel Garza Jr. & Associates, LLC for appraisal services for "2 Mile Line Rd (FM 492 to Abram Rd)" within Hidalgo County Pct. No. 3 through Contract #C-09-343-10-06.

E. Pct. 4

1. **AI-20412** approved
a. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: "PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS" (on an as needed basis) within Hidalgo County Precinct No. 4;

b. Requesting approval of a CORRECTION to Contract No. C-09-265-03-16 with DANNENBAUM ENGINEERING COMPANY (approved by CC on 03/16/10) and to reflect the CORRECT contract number as C-10-101-03-16 for the purposes of an "On-Call" Professional Architectural Services Agreement (on an as needed basis) for County-Owned Buildings/Structures located within Precinct No. 4.

F. Health & Human Services Dept.

1. **AI-20410** approved Univar USA
Presentation of bids received for the purposes of award and approval of contract document to vendor submitting the lowest bid meeting all specifications and/or requirements as attached hereto for: Hidalgo County Health & Human Services - Purchase of "Mosquito Control Chemicals" Bid No. 2010-045-02-24-SMA

G. WIC

1. **AI-19827** approved Felix Alaniz
Recommending award of bid and approval of contract to sole bidder, meeting all Specifications/Requirements as attached hereto for " WIC Program - Lease Of Office Space-City Of La Joya" Bid No.: 2010-007-01-27-SGS.

H. Co. Wide

1. NTR
HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals,

**RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS
CC REGULAR**

Date: 06/01/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

A. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) for the submitted responses to the Request for Proposals - "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"-Hidalgo County Clerk's Office -RFP No. 2010-089-04-21-otm so as to proceed with the next step of the procurement process:

1st. _____; 2nd. _____; 3rd. _____;

B. Authorization for Purchasing Department to negotiate a contract with the number one (1) ranked proposer _____ for "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"-Hidalgo County Clerk's Office -RFP No. 2010-089-04-21-otm:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-40-180-002-0-341
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds in the amount of \$132,030.00 available as of 05/28/10.

Attachments

Link: [participation list](#)

Link: [scoring grid](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/28/2010 10:33 AM	APRV
2		Budget & Management	Erika Zamora	05/28/2010 11:06 AM	APRV
3		Sylvia Solis	Sylvia Solis	05/28/2010 01:34 PM	APRV
4		Auditor's Office	Linda Fong	05/28/2010 02:04 PM	APRV

Form Started By: Olga Montero

Started On: 05/27/2010 04:32
PM

Final Approval Date: 05/28/2010

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: APRIL 21, 2010

RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE – "RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"**

RFP NO: **2010-089-04-21-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 CTC Distributing Kelly Madden	Email	<u>K_madden@ctcdistributing.com</u> Olga Montero	04/06/10	615 Blaze Blvd Edinburg, Texas 78539
2 Brown's River Marotti Co. William "Sonny" Oates	Email	<u>William.oates@brc.us</u> Olga Montero	04/07/10	P.O. Box 541028 Dallas, Texas 75354
3 County Record Solutions Jerry Hayes	Email	<u>jerryhayes@comcast.net</u> Olga Montero	04/07/10	Tel: 888-629-1006 Fax: 832-550-2578
4 AMCAD>Your Record Management Company Megan Wolf	Email	<u>mwolf@amcad.com</u> Olga Montero	04/08/10	220 Spring Street Ste. 150 Herndon, VA 20170 Tel: 703-787-7775

*VIA: IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)
FACSIMILE(FAX)

HIDALGO COUNTY CLERK'S OFFICE
"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"
RFP NO. 2010-089-04-21-otm

SCORING GRID

TOTAL COMMITTEE GRADERS	AMCAD	BROWN RIVER	COUNTY RECORDS SOLUTION
GRADER NO. 1	91	93	72
GRADER NO. 2	89	91	77
GRADER NO. 3	77	83	65
GRADER NO. 4	84	86	80
GRADER NO. 5	93	97	92
TOTAL SCORE	434	450	386

TOTAL AVERAGE SCORES AND RANKING

TOTAL SCORES & RANKING	PROPOSERS		
	AMCAD	BROWN RIVER	COUNTY RECORDS SOLUTION
TOTAL SCORES	86.80	90	77.20
RANKING			

AI-21379

22.E.1.

**Subs Completion McAllen Clinic and Request for Payment Mission Clinic
-Renovations to Clinics -CAS
CC REGULAR**

Date: 06/01/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

A. Requesting acceptance and approval of "Certificate of Substantial Completion" submitted by CAS Companies, L.P., reflecting substantial completion for McAllen Clinic dated as of April 19, 2010 for the project: Hidalgo County Health and Human Services "Renovation of Clinics" (2008-221A-MSS).

B. Approval of Request for Payment for Invoice No. 0909706-2 (Mission Clinic Renovation) in the amount of \$159,499.78 submitted by CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (Purchase Order No. 617915, Project No. 2008-221A-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-441-00-340-030-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO No. 617915 available balance as of 5-28-10 \$159,499.78.

Attachments

Link: [Subs Comptn -McAllen Clinic](#)
Link: [CAS Inv 0909706-2 Mission](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:59 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 03:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/28/2010 11:28 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 02:11 PM	APRV

Form Started By: Moises Salazar Started On: 05/26/2010 10:35 AM
Final Approval Date: 05/28/2010



AIA[®] Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address):</i> Renovations to the Hidalgo County Health Clinic	PROJECT NUMBER: 08-1007/ CONTRACT FOR: PO # 617915 CONTRACT DATE: 2/19/09	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address):</i> Hidalgo County 100 E. Cano, Edinburg, Texas 78539	TO CONTRACTOR: <i>(Name and address):</i> CAS Companies, 111 Brand Lane, Ste. 400, Stafford, Texas 77477	

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

McALLEN CLINIC

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	Date of Commencement
ALL WARRANTIES	4/19/2010

Reynaldo Vargas, Architect, Inc. dba
V-A Architecture

4/19/10

ARCHITECT

BY 

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

CAS COMPANIES

BY 

DATE

4-21-2010

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Hidalgo County

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON MONDAY, APRIL 19, 2010 AT 5:00 PM

Renovations to the Hidalgo County Health Clinics
McAllen

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul , Project Manager

Date(s): April 19, 2010

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

- I. **It is the responsibility of the General Contractor to incorporate all defective items (within the General Contractor's scope of work) noted on the TDLR Inspection Report (to be issued at a later time) by the Registered Accessibility Specialist in order be in compliance with the Texas Accessibility Standards.**

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL (WHERE APPLICABLE)

- 1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.
- 1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (3) copies of each) bound in three (3), three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.
 1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.
 2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.
 3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.
 4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:
 - a. HVAC systems flow balancing charts, records and test reports.

- b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.
 - c. Complete electrical system test charts and reports.
 - 1. Power circuits
 - All power outlets
 - All GFI circuits
 - All circuit breakers
 - All equipment connections
 - All grounding systems
 - 2. Lighting Circuits
 - All interior lighting circuits and controls
 - All exterior lighting circuits and controls
 - All fixture mounting and connections
 - All emergency lighting
 - 3. Appliance and Equipment Circuits
 - Verify proper voltages
 - Verify proper operation
 - Test all equipment and appliances
 - 4. Fire alarm system tests
 - 5. Communication system tests
 - d. Doors, Hardware and Weather-stripping/operation test reports.
- 5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.
 - 6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
 - a. Plumbing Systems
 - b. Heating, Ventilating and Air Conditioning Systems
 - c. Electrical Systems
 - 1. Power
 - 2. Lighting
 - 3. Fire Alarm
 - 4. Communication
 - 7. Keys and key identification and written certification that all locks have been

changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.
 - a. General Contractor's 1 year Warranty
 - b. Termite Protection 5 year Guarantee
 - c. Roofing Contractor's 10 year Guarantee
 - d. Door Manufacturer's Guarantee(s)
 - e. Hardware Manufacturer's Guarantee(s)

 - f. Plumbing Contractor's Guarantee(s)
 1. General Guarantee
 2. Water Heater Guarantee(s)
 3. Fixtures and trim Guarantee(s)
 4. Special Equipment Guarantee(s)

 - g. HVAC Contractor's Guarantee(s)
 1. General Guarantee

 - h. Electrical Contractor's Guarantee(s)
 1. General Guarantee
 2. Panel and Equipment Guarantees
 3. Lighting Fixtures and Equipment Guarantee(s)
 4. Special Equipment Guarantee(s)

 - i. Hollow Metal Guarantee(s)
 - j. Toilet Partitions Guarantee
 - k. Specialties guarantee(s)
 - l. Kitchen Equipment, etc. Guarantee(s)
9. Record Drawings and Specifications
10. Documents required by the General and Supplementary General conditions.
11. Fire Chief/Marshall's inspection certificate
12. Occupancy Permit
13. Labels from all labeled doors, frames, assemblies, etc.
14. Contractor's "punch list" of items to be completed
15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.
16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE"**.

17. Such test data shall be included within the 3-ring binder and within a section entitled "**TEST DATA**".
18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled "**MANUALS**".
19. Such documentation shall be included within the 3-ring binder and within a section entitled "**IN-SERVICE TRAINING**".
20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitled "**KEYS**".
21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled "**BONDS**", "**CERTIFICATES**", "**GUARANTEES**".
22. Drawings shall be reduced to an 11" high height with width folded-in.
23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (3 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

Moises Salazar

From: Josie Escalante [josie.escalante@hchd.org]
Sent: Monday, May 03, 2010 9:46 AM
To: Moises Salazar
Subject: Re: Clinics Renovations -Substantial Completion -McAllen Clinic
Attachments: ATT00018.txt

Good Morning Moises,

I have reviewed the Substantial Completion with Mr. Rigo Hinojosa and would like for you to proceed in obtaining the appropriate Commissioner Court Approvals.

Thank you,

Josie Escalante
Hidalgo County Health & Human Services
(956)383-6221

Moises Salazar wrote:

>
> Josie,
>
> For your review and approval, attached you will find a Substantial
> Completion for the McAllen Clinic submitted by V-A Architecture.
>
> As soon as you approve this certificate, we will proceed to place an
> item on the Court Agenda for approval.
>
>
>
> Thank you.
>
>
>
> *From the desk of:*
>
> *Moises Salazar, Buyer II*
>
> Hidalgo County Purchasing Department
>
> (956) 292-7000 Ext. 4863
>
> (956) 292-7612 Fax
>
> moises.salazar@co.hidalgo.tx.us
> <<mailto:moises.salazar@co.hidalgo.tx.us>>
>
>
>



COPY

Invoice

Date	Invoice #
7/18/2009	0909706-2

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

RECEIVED
Hidalgo County Health
& Human Services

MAY 17 2010

1304 S. 25th Ave.
Edinburg, Texas 78542

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617915	Upon Receipt	7/18/2009	2009-097-06	Mission Clinic	
Quantity	Description		Price Each	Amount	
1	Mission Clinic Renovations Per PO# 617915 Project Amount: \$159,499.78		159,499.78	159,499.78	
			Total	\$159,499.78	

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477



Purchase Order

COUNTY OF HIDALGO

PO#: 617915

DATE: 02/19/09

Page No 1 Of 1

VENDOR: 347647 REQ:00149522
 FAX (281)499-6655 Email:
 Phone: (888)599-4747
 CAS COMPANIES
 111 BRAND LANE, STE 400
 STAFFORD TX 77477

BUYER: JESCALANTE
 SHIP TO: HEALTH DEPARTMENT
 1304 S. 25TH
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: HEALTH DEPARTMENT
 Contract No:

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		<p>DO NOT DUPLICATE ORDER</p> <p style="text-align: center;">Purchase Order</p> <p style="text-align: center;">COUNTY OF HIDALGO</p> <p>RENOVATION FOR MISSION CLINIC LOCATION: 211 S. SHUERBAH, MISSION, TX TO INCLUDE: REMOVAL OF THE EXISTING ROLLING GATES AND MASONARY WALLS AT THE ENTRANCE AND REPLACEMENT WITH A STRUCTURAL CANTILEVERED GATED ENTRANCE MODIFICATIONS TO THE EXISTING COURTYARD AREA INCLUDING THE CONSTRUCTION OF A HANDICAP ACCESSIBLE RAMP CONSTRUCTION OF A NEW HANICAP RAMP ON THE EAST SIDE OF THE BUILDING MODIFICATIONS TO THE EXISTING LAB MODIFICATIONS TO EXAM ROOMS 110, AND 113 MODIFICATIONS TO THE CABINETS IN ROOM 136 AND 137 PREPARATION AND RE-PAINTING OF ALL INTERIOR WALLS PREPARATION AND RE-PAINTING OF ALL INTERIOR WOOD DOORS REPLACEMENT OF NON-ADA COMPLIANT DOOR LOCKSETS CLEANING AND SANITIZING OF THE ENTIRE HVAC SYSTEM</p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p> <p style="text-align: right;">Total</p> <p style="text-align: center;">***** For Hidalgo County use only 9-1336-441-00-340-030-0-452 159,499.78</p> <p style="text-align: center;">Approved</p>	159,499.78	159,499.78
		Total		159,499.78

Authorized by: _____

Marcia S. Salazar



LIEN WAIVER

The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, have been paid in full, and that no one has any claim in connection therewith for which **CAS Companies** or the property Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

Upon receipt of payment, the undersigned, hereby waives, releases, and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced herein.

Project Name: Mission Clinic

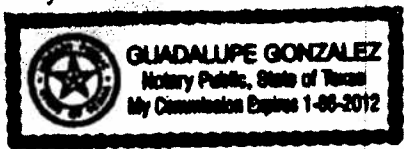
Invoice # / Reference	Description	Amount
0909706-2	PO# 6017915	\$159,499.78

Executed by: Raymond Moses
Title: Manager

State of TEXAS
County of Cameron

The foregoing instrument was acknowledged before me this May
by Raymond Moses, Manager.

Guadalupe Gonzalez
Notary Public



Clean Air Solutions is a proud member of:



111 Brand Lane
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

5402 S. Expressway 83
Harlingen, Texas 78552
Phone: 956.216.8200
Fax: 956.216.8069

Toll Free: 888.599.4747
www.caslo.com

AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Renovations to the Hidalgo County
Health Clinic

PROJECT NUMBER: 08-1007/
CONTRACT FOR: PO # 617915
CONTRACT DATE: 2/19/09

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano, Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
CAS Companies, 111 Brand Lane, Ste. 400,
Stafford, Texas 77477

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

MISSION CLINIC

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
ALL WARRANTIES

Date of Commencement
DECEMBER 17, 2009

Reynaldo Vargas, Architect, Inc. dba
V-A Architecture

12/17/09

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 3,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

Hidalgo County

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON THURSDAY, DECEMBER 17, 2009 AT 5:00 PM

AIA Document G704™ – 2000. Copyright © 1983, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:56:39 on 12/17/2009 under Order No.1579605167_1 which expires on 11/04/2010, and is not for resale.

User Notes:

(1097883012)

Hidalgo County Recap Mission Clinic

PO No.: 617915
CAS Job Number: 2009-097-00

Labor and Material Cost Breakdown

Code	Description	Labor Rate	Labor Hours	Labor Totals	Materials	Sub contractor	Scheduled Value	
CARP	Carpentry / Skilled	\$29.25	788.00	23,049.00	6,456.08		\$29,505.08	
Carp	Carpentry / Helper / Unskilled	\$22.00	715.50	15,741.00			\$15,741.00	
CNC	Concrete / Skilled	\$14.00	320.00	4,480.00		16,320.00	\$20,800.00	
CNC	Concrete / Helper / Unskilled	\$10.00	320.00	3,200.00			\$3,200.00	
DMO	Demolition / Helper / Dumpster	\$22.00	164.50	3,619.00	1,058.86		\$4,677.86	
DRY	Drywall / Acoustics / Skilled	\$29.25	51.50	1,506.38	52.00		\$1,558.38	
ELE	Electrician / Skilled	\$65.00	51.00	3,315.00	184.57		\$3,499.57	
FLR	Flooring / Resident / Skilled	\$29.25	343.00	10,032.75	984.91		\$11,017.66	
FEN	Fencing / Skilled	\$29.25	200.00	5,850.00	4,770.00		\$10,620.00	
HVC	HVAC Mechanic / Skilled	\$65.00	84.50	5,492.50	422.47		\$5,914.97	
PLM	Plumbing / Skilled	\$65.00	41.00	2,665.00	174.69		\$2,839.69	
PLM	Plumbing / Helper / Unskilled	\$22.00	52.00	1,144.00			\$1,144.00	
PNT	Painting / Tape& Bed / Skilled	\$29.25	375.00	10,968.75	4,603.21		\$15,571.96	
PNT	Painting / Helper / Unskilled	\$22.00	657.00	14,454.00			\$14,454.00	
SPC	Miscellaneous Material			0.00	1,621.44		\$1,621.44	
SUPERC	Project Manager / Price per man hour	\$54.24	798.50	43,310.64			\$43,310.64	
INS	Insurance / GL = 4% of Gross						\$1,423.00	
INS	Insurance / Builders Risk / Per Job						\$555.67	
BND	P & P Bond / Per Job						\$2,254.83	
				0.00			\$0.00	
SUB TOTALS				4,961.50	148,828.02	20,328.23	16,320.00	\$189,709.75
MATERIAL MARK UP 15%					3,049.23	2,448.00		\$5,497.23
Job Total								\$195,206.98
Contract / PO Value								\$159,499.78
Change Order/Allowance \$2000.00								\$159,499.78
Payment Due								\$159,499.78

Mission Clinic - Labor Description Breakdown

CAS Companies, LP

P. 1 of 2

Employee Name	Labor Description	Total Hours	Rate	Value
David Davila	Carpenter Skilled	309.5	\$ 29.25	\$ 9,052.88
Juan Cabrera	Carpenter Skilled	35	\$ 29.25	\$ 1,023.75
Mario Silguero	Carpenter Skilled	189	\$ 29.25	\$ 5,528.25
Pedro Cabrera	Carpenter Skilled	54	\$ 29.25	\$ 1,579.50
Vicente Acuna	Carpenter Skilled	200.5	\$ 29.25	\$ 5,864.63
		788		\$ 23,049.00
Alvaro lozano	Carpenter Helper Unskilled	208	\$ 22.00	\$ 4,576.00
Feliciano Gomez	Carpenter Helper Unskilled	32	\$ 22.00	\$ 704.00
Jarid Parrao	Carpenter Helper Unskilled	162.5	\$ 22.00	\$ 3,575.00
Javier Longoria	Carpenter Helper Unskilled	121	\$ 22.00	\$ 2,662.00
Mario Silva	Carpenter Helper Unskilled	32	\$ 22.00	\$ 704.00
Salomon Gonzalez	Carpenter Helper Unskilled	32	\$ 22.00	\$ 704.00
Walter Perez	Carpenter Helper Unskilled	128	\$ 22.00	\$ 2,816.00
	Carpenter Helper Unskilled		\$ 22.00	\$ -
		715.5		\$ 15,741.00
Jesse Lopez	Fencing Skilled	95	\$ 29.25	\$ 2,778.75
Mark Lozano	Fencing Skilled	105	\$ 29.25	\$ 3,071.25
		200		\$ 5,850.00
Efrain Acuna	Drywall Skilled	51.5	\$ 29.25	\$ 1,506.38
		51.5		\$ 1,506.38
Francisco Cisneros	Painter Skilled	138.5	\$ 29.25	\$ 4,051.13
Jesus A. Suarez	Painter Skilled	69	\$ 29.25	\$ 2,018.25
Jesus Silva	Painter Skilled	35.5	\$ 29.25	\$ 1,038.38
Juan Gomez	Painter Skilled	29	\$ 29.25	\$ 848.25
Obed Reyes	Painter Skilled	103	\$ 29.25	\$ 3,012.75
		375		\$ 10,968.75
Hipolito Elizondo Jr	Painter Helper Unskilled	165	\$ 22.00	\$ 3,630.00
Miguel Suarez	Painter Helper Unskilled	242	\$ 22.00	\$ 5,324.00
Raul Ramirez	Painter Helper Unskilled	40	\$ 22.00	\$ 880.00
Richard Ortiz	Painter Helper Unskilled	143	\$ 22.00	\$ 3,146.00
Roberto Robles	Painter Helper Unskilled	67	\$ 22.00	\$ 1,474.00
		657		\$ 14,454.00

Mission Clinic - Labor Description Breakdown

Adain Perez	Flooring Skilled	169.5	\$	29.25	\$	4,957.88
Joe Garcia	Flooring Skilled	173.5	\$	29.25	\$	5,074.88
		343			\$	10,032.75
Celestino Garcia	Demolition	16	\$	22.00	\$	352.00
Gibert Perez	Demolition	4	\$	22.00	\$	88.00
Hipolito Elizondo III	Demolition	17	\$	22.00	\$	374.00
Ildefonso Garza	Demolition	77	\$	22.00	\$	1,694.00
Jose G Gomez	Demolition	13	\$	22.00	\$	286.00
Luis Castro	Demolition	18.5	\$	22.00	\$	407.00
Martin Longoria	Demolition	19	\$	22.00	\$	418.00
		164.5			\$	3,619.00
Esteban Nunez	Electrician	21.5	\$	65.00	\$	1,397.50
Michael Magallan	Electrician	29.5	\$	65.00	\$	1,917.50
		51			\$	3,315.00
Esteban Salinas	HVAC Skilled	46	\$	65.00	\$	2,990.00
Rosbel Villarreal	HVAC Skilled	38.5	\$	65.00	\$	2,502.50
		84.5			\$	5,492.50
Fred Espinoza	Plumber Skilled	16	\$	65.00	\$	1,040.00
Martin Mendoza	Plumber Skilled	9	\$	65.00	\$	585.00
Rolando Rodriguez	Plumber Skilled	16	\$	65.00	\$	1,040.00
		41			\$	2,665.00
Pablo Camacho	Plumber Helper Unskilled	43	\$	22.00	\$	946.00
Servando Gutierrez	Plumber Helper Unskilled	9	\$	22.00	\$	198.00
		52			\$	1,144.00
Fred Lozano	Project Manager	195	\$	54.24	\$	10,576.80
Joel Zamora	Project Manager	254	\$	54.24	\$	13,776.96
Sergio Saldivar	Project Manager	349.5	\$	54.24	\$	18,956.88
		798.5			\$	43,310.64
TOTALS		4321.5			\$	141,148.02

EX-172 EDI
MAY 18 @ 10:11
FRA



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

Memorandum

EX-172 EDI
MAY 18 @ 10:11
FRA

To: Ray Eufrazio, CPA, County Auditor
From: Rigoberto Hinojosa, Director of Operations *RH*
Date: May 20, 2010
Re: Mission Clinic Renovations

EX-172 EDI
MAY 18 @ 10:11
FRA

Please let this memo serve as Hidalgo County Health and Human Services Department acceptance of the renovations for Mission Clinic located at 211 N. Schuerbach Rd., Mission TX 78572. The punch list items from CAS Companies for the Mission Clinic have also been completed. The requested remodeling work has been 100% completed and is to our satisfaction.

EX-172 EDI
MAY 18 @ 10:11
FRA

EX-172 EDI
MAY 18 @ 10:11
FRA

EX-172 EDI
MAY 18 @ 10:11
FRA

EX-172 EDI
MAY 18 @ 10:11
FRA

Division of Health & Human Services
Health and Assistance
Community Substance

Moises Salazar

From: Josie Escalante [josie.escalante@hchd.org]
Sent: Friday, May 21, 2010 10:56 AM
To: Moises Salazar
Subject: Mission Clinic Invoices
Attachments: Mission Clinic.pdf; ATT00020.txt

Hi Moises,

Please obtain Commissioners Court approval for payment of the Mission Clinic invoices for CAS Companies.

Mission Clinic
Invoice # 0909706-2
P.O. #617915
Amount - \$159,499.78

If you need additional information please contact me.

Thank you
Josie Escalante
Health & Human Services
383-6221

Josie Escalante
Director of Health & Human Services
josie.escalante@hchd.org

C O U N T Y *of* H I D A L G O

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax



To: Yolanda Velasques, Buyer
Hidalgo Purchasing Department

From: Norma Longoria, WIC Director
Hidalgo County WIC Program *NL*

Date: May 24, 2010

RE: AWARD OF BID MINI FORD TRANSIT

After reviewing the bid specifications of the 2010 Ford Transit Connect, please award the bid to Sam Pack's Five Star Ford, 1635 IH 35#E Carrollton, Texas 75006 and route to Commissioners Court.

071-A1-AUTOMOBILES AND LAW ENFORCEMENT VEHICLES

02/2009 THRU 08/2010

071-A1

For Further information contact the Contract Management Team at (512) 463-3034 or e-mail at tpass_cmo@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

[collapse all sections](#) | [expand all sections](#)

- **General Contract Information**

- [BGENERAL CONTRACT INFORMATION

-

- **SPECIAL NOTE: CUSTOMERS WILL NOTIFY THE TPASS CONTRACT MANAGEMENT IF A PRIMARY CONTRACTOR IS UNABLE TO PROVIDE ANY VEHICLE OR OPTION UNDER THIS CONTRACT.**

-

- **THIS CONTRACT CONSISTS OF EIGHT (8) LEVELS OF AWARDS: FIRST, SECOND, THIRD, FOURTH, FIFTH,**

- **SIXTH, SEVENTH AND EIGHTH**

-

- **THE FIRST LEVEL-PRIMARY CONTRACTOR SHOULD BE USED TO MEET THE REQUIREMENTS OF THE CUSTOMER.**

-

- **PURCHASING FROM OTHER THAN PRIMARY CONTRACTOR: THE CUSTOMER IS REQUIRED TO SUBMIT AN EXPLANATION IN WRITING**

- **AND SUBMIT TO THE CPA/TPASS. THE EXPLANATION SHOULD IDENTIFY IN DETAIL WHY THE PRIMARY CONTRACTOR DOES NOT**

- **MEET THE CUSTOMER'S REQUIREMENTS. THE REQUEST WILL BE REVIEWED AND A RESPONSE WILL BE PROCESSED WITHIN**

- **TEN (10) BUSINESS DAYS FROM DATE OF RECEIPT.**

-

- **IF THE PRIMARY CONTRACTOR IS NOT ABLE TO DELIVER A CUSTOMER'S ORDER, THEY ARE REQUIRED TO PROVIDE WRITTEN**

- **NOTICE TO THE CUSTOMER AND CPA WITHIN 24 HOURS AFTER RECEIPT OF PURCHASE ORDER. THEY MUST STATE THE REASONS**

- **FOR THEIR INABILITY TO DELIVER. CPA WILL REVIEW THE CONTRACTOR'S REASON AND WILL RESPOND TO BOTH THE**

- **CUSTOMER AND THE CONTRACTOR ON HOW TO PROCEED.**

-

- **STATE AGENCIES ARE REQUIRED TO USE CLAUSES ON THEIR ORDERS AS SPECIFIED IN SECTION 1.22.**

-

- Section 1 - Special Instructions and Conditions

-

- 1.1 DESCRIPTION OF CONTRACT: 071-A1 Automobiles and Law Enforcement Vehicles

-

- This contract is established by Series as outlined in Texas Specification number
- 071-072-AT-2009/2010. Each series lists the make and model and all standard equipment issued
- for each vehicle series.
-
- The Texas Specification is referenced throughout these instructions and can be accessed at the link
- listed below:
- [Specification 071-072-AT-2009/2010](#)
-
- 1.2 TYPE: Automated Firm Price including Discount from List for Catalog Items
-
- 1.3 INITIAL TERM OF CONTRACT: February 1, 2009 through August 31, 2009
- RENEWAL PERIOD: September 1, 2009 through August 31, 2010
-
- 1.4 MINIMUM ORDER: One vehicle
-
- 1.5 SPOT PURCHASE OPTION: NONE
-
- 1.6 ZONE: This is a statewide contract.
-
- 1.7 WARRANTY: Shall be in accordance with Texas Specification No. 071-072-AT-2009/2010 - Section A.12.
-
- 1.8 CONTRACTOR CONTACTS: Contractors information are listed at the end of the contract.
-
- 1.9 HUB VENDORS: HUB contractors, if applicable, are identified in the Contract List as "HUB."
-
- 1.10 CPA CONTRACT MANAGEMENT: Questions concerning terms and conditions and technical specifications should be directed to:
-
- Manuel Perez, CTPM
- Purchaser A
- Texas Comptroller of Public Accounts (CPA)
- (512) 463-2469
- Fax (512) 475-0871
- E-mail: manuel.perez@cpa.state.tx.us
-
- 1.11 ORDERING INSTRUCTIONS/INFORMATION:
- Only contract purchase orders issued through the Texas Comptroller of Public Accounts (CPA)
- purchasing system are eligible for contract pricing.
-
- **SPECIAL NOTE: CUSTOMERS WILL NOTIFY THIS OFFICE IF A CONTRACTOR IS UNABLE TO PROVIDE VEHICLE OR OPTION OFFERED UNDER THIS CONTRACT.**
-
- For Customers who do not have access to the CPA purchasing system, they may complete the
- Contract Purchase Requisition forms at the following links:
-
- [State Agencies and Higher Ed](#)
-
- [Cooperative Purchasing Members](#)

- Cooperative Purchasing Help Line 512-463-3368
-
- This contract is intended to cover the State's normal requirements for Vehicles with options. The intent is to offer Vehicles with options as outlined in the contract.
-
- Items/options that are not specifically listed in this contract may be purchased from the contractor's discount manufacturer's catalog. These items/options are referred to as CATALOG ITEMS. The Catalog Excel Spreadsheet will be posted to this section by February 28, 2009.
-
- How to Order CATALOG ITEMS:
-
- The CPA Non-Automated Purchase Order form should be used for the purchase of catalog items. Customers using their own purchase order form for catalog items must include at a minimum the following information. Non-Automated Purchase Orders will be issued directly to the awarded contractor. A copy must be provided to the CPA.
-
- a. CPA Contract No. 071-A1
- b. NIGP Class/Item perline item
- c. Discount percentage indicated on the catalog for each item
- d. Agencies other than "State of Texas Agencies" must include on the purchase order the following statement: "This order will be governed by the terms and conditions of TPASS Contract #071-A1".
-
- NOTE: Discount-from-Catalog is a percentage discount deducted from the manufacturer's suggested or list price. The discount must be for all items available for purchase in the manufacturer's catalog.
-
- 1.12 Ordering Online: The Texas Comptroller of Public Accounts announces the implementation of the TxSmartBuy online ordering system. The goods and services in this contract will be loaded into the system at www.txsmartbuy.com. Once the goods and services are in the system, TxSmartBuy will be the primary method for customers to place orders to include the Non-Automated purchases for the CATALOG ITEMS.
-
- We encourage you to check out TxSmartBuy and give us your feedback. Please e-mail any questions you may have to [TxSmartBuy](#)

- ■ 1/2 Ton Commercial Mini Van (6-Passenger) 6-Cylinder, Front Wheel
- Drive Series 741A
-
-
- Vendor Number: 38089 SAM PACK'S FIVE STAR FORD
- 071-31-70100-0 EA 741A - 1/2 TON COMMERCIAL MINI VAN 23,580.00
- (6-PASSENGER) 6-CYLINDER, FRONT WHEEL DRIVE
- FLEX FUEL (IN ACCORDANCE WITH TEXAS
- SPECIFICATION NO. 071-072-AT-2009/2010) Make:
- Ford Model: Transit Connect EPA Greenhouse
- Score: TBD City MPG: TBD highway MPG: TBD
- Final Order Date: TBD - Flex - PRIMARY AWARD
- *** AGENCY MUST SPECIFY COLOR: *** -
- AVAILABLE ON SMARTBUY
-
- 071-31-70101-8 EA 111 - SPOTLIGHT, PERMANENT MOUNT (REFER TO 334.02
- SPEC) - PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70102-6 EA 72 - STROBE LIGHT - AMBER (REFER TO SPEC) - 39.60
- PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70103-4 EA 93 - RADIO FREQUENCY INTERFERENCE (REFER TO .00
- SPEC) - PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70104-2 EA 101 - REMOTE KEYLESS ENTRY WHERE AVAILABLE .00
- (REFER TO SPEC) - PRIMARY AWARD - AVAILABLE
- ON SMARTBUY
-
- 071-31-70105-9 EA 108 - SPACE SAVER TIRE (REFER TO SPEC) - .00
- PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70106-7 EA 127 - TRANSMISSION, MANUAL, 4-SPEED (REFER TO .00
- SPEC) - PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70107-5 EA 140 - WINDOW TINT (INSTALLED AT THE FACTORY .00
- AND NOT AT THE DEALERSHIP) REFER TO SPEC -
- PRIMARY AWARD - AVAILABLE ON SMARTBUY
-
- 071-31-70108-3 EA 146 - WIRING, ACCESSORY, POWER SUPPLY (REFER .00
- TO SPEC) - PRIMARY AWARD - AVAILABLE ON
- SMARTBUY
-
- 071-31-70109-1 EA 15 - ALTERNATOR (FOR LIGHT-DUTY TRUCKS AND .00
- PICKUP ONLY) 130 AMPERES MIN. - PRIMARY AWARD
- - AVAILABLE ON SMARTBUY
-
- 071-31-70110-9 EA 194 - VEHICLE KEYED-ALIKE AT FACTORY - .00
- PRIMARY AWARD - AVAILABLE ON SMARTBUY
-

•	071-31-70111-7 EA	2 - AIR CONDITIIONING/HEAT UNIT, FACTORY	.00
•		INSTALLED FRONT AND REAR - PRIMARY AWARD -	
•		AVAILABLE ON SMARTBUY	
•			
•	071-31-70112-5 EA	258 - SEAT FABRIC, VINYL FOR ALL SERIES -	.00
•		PRIMARY AWARD - AVAILABLE ON SMARTBUY	
•			
•	071-31-70113-3 EA	45 - DIFFERENTIAL, MAXIMUM TRACTION, LIMITED	.00
•		SLIP TYPE (REFER TO SPEC) - PRIMARY AWARD -	
•		AVAILABLE ON SMARTBUY	
•			
•	071-31-70114-1 EA	59 - FUEL TANKS, INCREASED CAPACITY (REFER TO	.00
•		SPEC) - PRIMARY AWARD - AVAILABLE ON SMARTBUY	
•			
•	071-31-70115-8 EA	87 - POWER PACKAGE DELETE OPTION (REFER TO	.00
•		SPEC) - PRIMARY AWARD - AVAILABLE ON SMARTBUY	
•			
•	071-31-70116-6 EA	92 - RADIO DELETE (USE WHEN RADIO IS NOT	.00
•		DESIRED) - PRIMARY AWARD - AVAILABLE ON	
•		SMARTBUY	

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES**

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

May 21, 2010

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

Approval is granted for the Hidalgo County Health & H, WIC Local Agency #012, to purchase a 2010 Ford Transit Connect from Sam's Pack Five Star Ford in Carrollton, Texas. Total costs should not exceed \$21,594.00.

Since this vehicle will be paid for with approved extra funds, please submit the reimbursement request on a separate *State of Texas Purchase Voucher* indicating "Extra Funds." This purchase must be in compliance with WIC policies and the Uniform Grant Management Standards. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you decide to dispose of the 1999 Chevrolet Astro Minivan, please submit a formal disposition request to Cynthia Wright, Contract Management Branch, at cynthia.wright@dshs.state.tx.us.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,


for Mike Montgomery, Section Director
Nutrition Services Section

AG

AI-21382

22.G.1.

**Additional Services and PO Increase for Repairs to Damaged Block Wall in Dumpster Area of ADF
CC REGULAR**

Date: 06/01/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Sheriff's Office

Information

CAPTION

A. Requesting approval to amend previously awarded project (AI No. 20658) for "Repairs to Damaged Block Wall in Dumpster Area of the Adult Detention Center" to Herrera and Hunt Inc. (awarded through Hidalgo County's membership/participation with Harris County Department of Education's Job Order Contracting Program)-Purchase Order No. 639121 to include additional necessary fees and services thus increasing original PO amount by \$5,635.63;

B. Approval of Work Authorization #1 submitted by S & B Infrastructure (contracted engineer for repairs/renovations of County-owned Buildings/Structures in Pct. #4)with an estimated amount of \$3,474.00 for the provision of engineering services related to the review of plans and specifications drafted through Herrera & Hunt in connection with compliance with Occupational Code requirements.

BACKGROUND

PO No. 639121

Original P.O. Amount = \$44,201.23

Additional Amount + \$ 5,635.63 (Includes Permits and Fees, A/E Fees, P&P Bonds).

Final PO Total: \$49,836.86

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-423-21-280-002-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#639121 available balance as of 5-28-10 \$44,201.23

Account balance as of 5-28-10 \$48,282.92; funding available to cover PO increase(5,635.63) and S&B WA(3,474.00).

Attachments

Link: [Revised Proposal Coversheet](#)

Link: [PO 639121](#)

Link: [Previuosly Approved Agenda](#)

Link: [WA#1-S&B Infrastructure Ltd-C-09-264-10-06](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2010 10:18 AM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 10:38 AM	APRV
3	Manuel Chapa	Monica Badillo	05/27/2010 04:25 PM	APRV
4	Erika Zamora	Erika Zamora	05/28/2010 04:18 PM	APRV
5	Manuel Chapa	Manuel Chapa	05/28/2010 04:50 PM	APRV
6	Auditor's Office		05/28/2010 05:12 PM	NEW

Form Started By: Moises Salazar

Started On: 05/26/2010 11:31 AM

Final Approval Date: 05/28/2010

Herrera & Hunt Inc.

Job Order Contracting Program Providers



Project Name: Hidalgo County - Detention Center Block Wall Repair			
Delivery Order Request # 10-07707-JT-KFH		Date 03/12/10	
Extended Total of National Averages based on quantity and units prices From RS Means			\$ 67,292.42
City Costs Index Applied Against RS Means	0.755	X	
Construction National Averages	<i>Costs Adjusted by CCI</i>		\$ 50,805.78
Competitive Bid Coefficient	0.870	X	
Choice Facility Partners	<i>Costs Adjusted by Bid Coefficient</i>		\$ 44,201.03
Site Travel Factor >150 miles return	1.25 <i>not applied</i>	X	
	<i>Costs Adjusted by Travel Factor</i>		\$ 44,201.03
Delivery Order Size Factor			
\$3 to \$50,000.00	1.1		
\$50,000.00 to \$500,000.00	1	X	\$ 44,201.03
\$500,000.00 and over	0.98		
	<i>Costs Adjusted by DO Size Factor</i>		\$ 44,201.03
Annual Volume Discount Factors (12 month sliding window) >\$1,500,000.00	0.98 <i>not applied</i>	X	
	<i>Costs Adjusted by Annual Volume</i>		\$ 44,201.03
David Bacon (if applicable) No Costs Difference	<i>not applied</i>	X	
	<i>Costs Adjusted by Allowances</i>		\$ 44,201.03
Permits and Fees	3%		\$ 1,326.03
	<i>Costs Adjusted by Permits & Fees</i>		\$ 45,527.06
Architectural and Engineering Fees	7%		\$ 3,094.07
Project Allowance	<i>Costs Adjusted by Design Fees</i>		\$48,621.13
Performance and Payment Bonds	2.50%		\$ 1,215.53
If Required	<i>Costs Adjusted by PP Bonds</i>		\$ 49,836.66
Delivery Order Request Total Adjusted Cost			\$ 49,836.66
Herrera & Hunt Inc. & Client - Agreed Upon Lump Sum Proposal.			\$ 49,837.00
Notes:			
Herrera & Hunt Inc. Program General Manager Signature			<i>Keith F Hunt</i>
			Date <u>3/12/2010</u>
Building Committee Review & Approval			Date _____
Owners Authorized Representative			Date _____



Purchase Order COUNTY OF HIDALGO

PO#: 639121

DATE: 04/22/10

Page No 1 Of 1

VENDOR: 347868 REQ:00173856
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Vendor Acct:

CONTACT: Virginia Rodriguez (956)393-6023

SITE: HIDALGO COUNTY JAIL

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. QUOT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT HCDE		
		APPROVED THRU C.C. ON 04/13/2010		
1	EACH	RAPAIR TO DAMAGED BLOCK WALL IN THE DUMPSTER AREA AT THE ADULT DETENTION CENTER BUILDING	44,201.23	44,201.23
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		44,201.23

		For Hidalgo County use only		
		0-1100-423-21-280-002-0-431	44,201.23	
		Approved		

Authorized by:

Martina L. Salazar

responses received for the request for qualifications for RFQ No.: 2010-031-01-27CGV- "Consulting Services for a Feasibility Study for Development for a Commuter Rail System" project for Hidalgo County and thus continue with the next phase of the procurement process;

- 1. CDM 2. Kimley Horn 3. ARVP
- 4. Lockwood, Andrews 5. Izaguirre Engineering

approved

b. Requesting authority for Purchasing Department and Commuter Rail District Board to enter into negotiations with number one ranked participant in order to present finalized negotiations for acceptance and award of a contract/letter of engagement for the provision of professional consulting services for a Feasibility Study consideration and award.

approved

5. AI-20658 Acceptance and approval to award the proposal solicited and received, reviewed and recommended by Richard Sunday, Hidalgo County's Facilities Management Department from Herrera and Hunt, Inc. (awarded JOC vendor through Hidalgo County's membership/participation with Harris County Department of Education's Job Order Contracting Program) meeting all specifications and/or requirements for the provision of labor, material and related accessories, including , but not limited to the "Repairs to Damaged Block Wall in the Dumpster Area of the Adult Detention Center" in the amount of \$44,201.23.

all approved

6. AI-20711 a. Recommendation and action for Hidalgo County to exercise the "Notice Of Termination" as stated in the contract-page 4 of 13 as follows: "The contract may be terminated without cause upon thirty (30) day written notice by County" with "AAA Urgent Care Centers, LLC;
 b. Requesting authority to advertise with approval of specifications as attached hereto for "Request For Bids-Drug & Alcohol Testing For Hidalgo County Employees".

approved

7. AI-20714 Requesting approval to declare as "surplus" numerous items and vehicles (County-owned and /or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on Exhibit attached hereto.

All Approved

8. AI-20344 a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On-Call Contract for Hidalgo County," with TEDSI Infrastructure Group, Inc., as authorized & approved for negotiations by CC on 2-2-10;
 b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of \$36,000.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc., for "Representing the County at MPO Technical Committee Meetings";
 c. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$24,000.00) as submitted by project engineer, TEDSI Infrastructure Group, Inc. for "Representing the County at HCRMA Meetings".

B. Executive Officer

all approved

1. AI-20705 a. Requesting approval of a professional services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of professional engineering services for: "Parking Lot Improvements Project (Executive Offices at Old Administration Building) East of Closner and North of Mahl Street" - Hidalgo County.
 b. Requesting approval of Work Authorization #1 (\$16,434.81) from J. E. Saenz & Associates, Inc. for Professional Engineering Services for: "Parking Lot Improvements Project (Executive Offices at Old Administration Building) East of Closner and North of Mahl Street"- Hidalgo County, in connection to Contract No. C-10-063-04-13.

C. Pct. 1

approved

1. AI-20667 Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-Hauling Services for all Road Materials" with effective dates of April 29, 2010 -RFB No.: 2010-009-02-17-SMA.

D. Pct. 4

AI-20658

23.A.5.

Sheriff's Office Damaged Wall Repair -Award to Herrera and Hunt.

CC REGULAR

Date: 04/13/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval to award the proposal solicited and received, reviewed and recommended by Richard Sunday, Hidalgo County's Facilities Management Department from Herrera and Hunt, Inc. (awarded JOC vendor through Hidalgo County's membership/participation with Harris County Department of Education's Job Order Contracting Program) meeting all specifications and/or requirements for the provision of labor, material and related accessories, including , but not limited to the "Repairs to Damaged Block Wall in the Dumpster Area of the Adult Detention Center" in the amount of \$44,201.23.

BACKGROUND

Wall was originally damaged by the City of Edinburg in collecting dumpster. Claim to City of Edinburg never made on a timely basis. Funding for project was not available from either then Buildings & Grounds or Sheriff's Office budgets.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Pending LIT (AI#20727) in the amount of \$50,000.00.

Attachments

Link: [Ltr](#)
 Link: [MSS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/09/2010 02:03 PM	APRV
2	Budget & Management	Erika Zamora	04/09/2010 03:28 PM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2010 04:38 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW
Form Started By: Moises Salazar			Started On: 04/01/2010 10:29 AM	
Final Approval Date: 04/09/2010				

HIDALGO COUNTY
Professional Engineering Services
Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is associated with the repairs to the Hidalgo County Adult Detention Center's block wall near the dumpster area.

A. Scope of Services to be Provided by the Owner. The following provides an outline of the services to be provided by the Owner in the development of the Project:

- (1) Authorization to the Engineer to begin work.
- (2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (3) Provide any available relevant data the Owner may have on file concerning the Project.
- (4) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
- (5) Provide all engineering calculations, design drawings, and technical specifications signed, sealed, and dated by Texas-professional licensed engineer.

B. Scope of Services to be Provided by the Engineer. The Engineer shall review the drawings and technical specifications *prepared by others* for compliance to engineering / building standards and codes. Review shall include two iterations only; one for initial review with comment from the Engineer, and the second for review of response to Engineer's comments.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **\$3,474**. This amount is based upon the costs outlined as follows:

Project Manager	3 hours	@\$226.66 per hour	=	\$ 679.98
Structural Engineer	12 hours	@\$190.21 per hour	=	\$2,282.52
Civil Engineer	3 hours	@\$154.13 per hour	=	\$ 462.39
Secretary	1 hour	@\$49.11 per hour	=	\$ 49.11

		Total	=	\$3,474.00

Hidalgo County / S&B Infrastructure, Ltd.
Contract No. C-09-264-10-06; Work Authorization No. 1

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This work authorization shall be funded through the following funding source:

Account No. _____

Requisition No. _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the scopes of services of the work authorization.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by **Hidalgo County Precinct #4, Commissioner Oscar L. Garza** as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT #4:

BY: _____
Oscar L. Garza, Commissioner

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____ as indicated below, and effective as of _____ day of _____ 2010.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Sharlotte L. Teague, PE
Senior Project Manager

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS None

Hidalgo County / S&B Infrastructure, Ltd.
Contract No. C-09-264-10-06; Work Authorization No. 1

Project Memorandum

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No. C-09-264-10-06**



Work Authorization No. 1

S&BI Project No. U1189.201

26 May 2010

TO: Hidalgo County Purchasing Department
Attn: Leticia H. Saenz, CPPB/Contracts Manager
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

FROM: *Sharlotte L. Teague, PE*
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: Work Authorization No. 1

As requested, transmitted on this date are **three signed originals** for the following:

- **Work Authorization No. 1 – Hidalgo County Adult Detention Center Block Wall Plan Review**

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1189.201)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

AI-21325

22.H.1.

**Award of bid - MS-1 Emulsified Asphalt
CC REGULAR**

Date: 06/01/2010
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder "Dubose Interests, LLC" dba "Performance Grade Asphalt LLC" meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - MS-1 Emulsified Asphalt" Bid No. 2010-131-05-19-ERT.

BACKGROUND

Current Contract expires on June 12, 2010
Contract is currently being reviewed by legal counsel, and it will be attached to agenda once approved.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** P/U
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available funds as of 05/28/10: 0-1201-431-00-121-005-0-673
OR 0-1200-431-00-121-005-0-673
Purchases on an as needed basis.

FISCAL YEAR: 2010 **ACCT. #:** P/U
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available funds as of 05/28/10:
0-1204-431-00-124-007-0-673/731 **OR** 0-1200-431-00-124-007-0-673/731
Purchases on an as needed basis.

FISCAL YEAR: 2010 **ACCT. #:** P/U
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available funds as of 05/28/10: 0-1202-431-00-122-006-0-673

OR 0-1200-431-00-122-006-0-673

Purchases on an as needed basis.

FISCAL YEAR: 2010

ACCT. #: P/U

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 05/28/10: 0-1203-431-00-123-005-0-731 **OR**

0-1200-431-00-123-005-0-731

Purchases on an as needed basis.

Attachments

Link: MEMO'S, PARTICIPATION LOG, BID TABULATION SHEET

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:37 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 02:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/28/2010 02:30 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 02:45 PM	APRV
5	Dina Trevino	Erika Zamora	05/28/2010 05:04 PM	APRV

Form Started By: Eric Trevino

Started On: 05/21/2010 09:34 AM

Final Approval Date: 05/28/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS – PCT 1

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 20, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-131-05-19-ERT
HIDALGO COUNTY - "MS -1 EMULSIFIED ASPHALT".

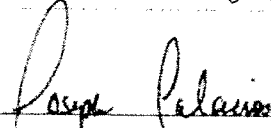
Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us preferably by no later than May 24, 2010 at 5pm or as soon as possible in order to place this item on the next agenda for Commissioners Court Meeting. Thank You.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1.) Performance Grade Asphalt	Which OPTION - #1
2.)	
3.)	

Budget account # - 0-1201-431-00-121-005-0-673


Authorized Signature

Joseph Palacios
Printed Name

Pct. 1
Department

5/20/10
Date



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS – PCT 2

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 20, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-131-05-19-ERT
HIDALGO COUNTY - "MS -1 EMULSIFIED ASPHALT".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us preferably by no later than May 24, 2010 at 5pm or as soon as possible in order to place this item on the next agenda for Commissioners Court Meeting. Thank You.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1.) <i>PERFORMANCE GRADE</i>	Which OPTION - <i># 1</i>
2.)	
3.)	
Budget account # - <i>0-1202-431-00-122-006-0-673</i>	

Ricardo Cuellar *Ricardo Cuellar* *R&B* *5-24-10*
Authorized Signature Printed Name Department Date



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS – PCT 3

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 20, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-131-05-19-ERT
HIDALGO COUNTY - "MS -1 EMULSIFIED ASPHALT".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us preferably by no later than May 24, 2010 at 5pm or as soon as possible in order to place this item on the next agenda for Commissioners Court Meeting. Thank You.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1.) <i>Performance Grade Asphalt</i>	Which OPTION - 1 - <i>Site Bids</i>
2.)	
3.)	
Budget account # - <i>0-1203-431-00-123-005-0-731</i>	

[Signature] _____ *Joe M. Flores* *Precinct #3* *5/24/10*
Authorized Signature Printed Name Department Date



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS – PCT 4

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 20, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-131-05-19-ERT
HIDALGO COUNTY - "MS-1 EMULSIFIED ASPHALT".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us preferably by no later than May 24, 2010 at 5pm or as soon as possible in order to place this item on the next agenda for Commissioners Court Meeting. Thank You.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1.) Performance Grade Asphalt	Which OPTION - #1
2.)	
3.)	
Budget account # - 0-1204-431-00-124-007-0-673/731	

 Oscar Barza Hidalgo Co. Pct #4 5-21-10
Authorized Signature Printed Name Department Date

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: May 19, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "MS-1 EMULSIFIED ASPHALT"

BID NO.: 2010-131-05-19-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Valley Caliche Products, INC Attention: David	EM	valleycaliche@aol.com Tel: 581-2751	5/3/10	P. O. Box 10 Mission, TX 78573
F & M Transportation, INC Attention: Frank	EM	frank3@fmtransport.com Tel: 381-6666	5/3/10	610 E. Monte Cristo Rd Edinburg, TX 78541
Frontera Materials, INC	EM	bmefrontera@aol.com Tel: 968-0349	5/3/10	1402 N. Bridge Avenue Weslaco, TX 78596
AG III Contractors, LLC	EM	zapatachristine@yahoo.com Tel: 361-3011	5/3/10	2244 W. US Hwy 281 San Benito, TX 78586
Performance Asphalt	EM	clarked@pgasphlat.com Tel: 409-986-7740	5/3/10	5320 FM 2004 Rd Hitchcock, TX 77563-1012
Ballenger Construction	EM	b.pettijohn@bal-con.com Tel: (956) 421-9500	5/3/10	
Upper Valley Materials Attn: Janie	EM	Jvaldez@riovalleypipe.com Tel: 432-0600	5/3/10	
International Materials LLC Attn: Javier Garza	EM	internationalmats@att.net Tel: 956-240-1423	5/3/10	
Cold Mix Manufacturing Attn: Scott Herman	EM	scott@greenpatch.com Phone: (914)755-4575	5/6/10	120-30 28th Ave Flushing, NY 11354

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)**

Hidalgo County

"MS-1 EMULSIFIED ASPHALT"

BID NO # 2010-131-05-19-ERT

Vendor: Performance Grade Asphalt,LLC

PERFORMANCE GRADE ASPHALT	OPTION #1	
	Term- three (3) months w/County's option to extend 3 additional 3 month terms	
	PRICE PER GALLON	DEMURAGE CHARGE
Loads of 5,000 or more gallons	\$2.20	\$40.00
Loads of 4,000 to 4,999 gallons	\$2.40	\$40.00
Loads of 3,000 to 3,999 gallons	\$2.60	\$40.00
Loads of 2,000 to 2,999 gallons	\$2.80	\$40.00
Loads of 1,000 to 1,999 gallons	\$3.00	\$40.00

REQUIREMENTS AGREEMENT
C-10-131-06-01

THIS AGREEMENT (the "Agreement") is entered into as of the 1st day of June, 2010 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC**, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"MS-1 Emulsified Asphalt,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of three months; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"MS-1 Emulsified Asphalt"** in the areas of **HIDALGO COUNTY** projects for the effective period of June 13, 2010 to September 12, 2010 with the option to renew for an additional three (3) three (3) months terms, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the

same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Performance Grade Asphalt, LLC
Attention: Clarke DuBose
PO Box 6
Hitchcock, TX 77563

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

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

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

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

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by

Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, June 2, 2010

HIDALGO COUNTY

**DuBose Interest, LLC dba Performance
Grade Asphalt, LLC**

Rene A. Ramirez, County Judge

By: _____

Printed Name: _____

Title: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Date: _____

EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

May 3, 2010

*Bid Packet
Sent to
Vendors*

Re: **HIDALGO COUNTY**
Request for Bids –“MS-1 EMULSIFIED ASPHA
Bid No: 2010-131-05-19-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures




PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
Bid No: 2010-131-05-19-ERT**

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid).
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
(Must be submitted with bid).
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
(Must be submitted with bid).
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
(Copy of receipt and this form must be submitted with bid).
7. Vendor/Bidder Application, consisting of 2 pages.
(Must be submitted with bid, if applicable).
8. W-9 form, consisting of 4 pages.
(Must be submitted with bid).
9. Certification Regarding Debarment, consist of 1 page.
(Must be submitted with bid).
10. Draft Requirements Agreement, consisting of 7 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

May 3, 2010

Date

Bid No: 2010-131	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
-------------------------	----------------------------	--

REQUEST FOR BIDS

HIDALGO COUNTY

**“MS-1 EMULSIFIED ASPHALT”
(including all funding sources, programs and entities)**

BID OPENING DATE:

May 19, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO:2010-131-05-19-ERT

1. Sealed bids will be received for **HIDALGO COUNTY – “MS-1 EMULSIFIED ASPHALT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-131-05-19-ERT HIDALGO COUNTY - “MS-1 EMULSIFIED ASPHALT”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 19, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-131-05-19-ERT RFB-HIDALGO COUNTY – “MS-1 EMULSIFIED ASPHALT”**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY - "MS-1 EMULSIFIED ASPHALT"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>May 19, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
“MS-1 EMULSIFIED ASPHALT”
BID NO.: 2010-131-05-19-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

Hidalgo County (For all Hidalgo County funding sources, programs and entities)

"MS-1 Emulsified Asphalt"

Bid № 2010-131-05-19-ERT

I SPECIFICATIONS:

MS-1 – Emulsified Asphalt

Material – bid price by the gallon delivered by vendor:

II TERMS AND CONDITIONS:

1. LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

a) Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas

b) Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.

c) Precinct #3- 7 Mile Line & Iowa Road

d) Precinct #4 – 1102 North Doolittle, Edinburg, Texas

All delivery charges – freight, inside delivery, and all costs associated with this purchase are included in bid. Delivery and service will be F.O.B. all charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. QUANTITY:

Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. CONTRACT TERM:

Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent

upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

7. TERMINATION:

Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

8. BID AWARD:

a) Option 1 – The term for the purchase of "MS-1 Emulsion Asphalt" required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) three (3) months terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 - The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and warded vendor(s) to supply and deliver to Hidalgo County locations(s) upon meeting all required insurances.

- b) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
 - c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
 - d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
 - e) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
 - f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
9. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:
- a) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the county may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price

changes are not applicable to orders already issued and in process at time of price change.

- b) Price Reduction: Vendor shall notify the county at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the county of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall both be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) Allowable Review periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the county Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: eric.trevino@co.hidalgo.tx.us** NO LATER THAN, May 12, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by no later than, May 14, 2010 at 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) month with County's sole discretion to extend the contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE \$ _____ /gal. Cost are to be net F.O.B., County Prepaid	\$ _____ Hour
LOADS OF 4,000 – 4,999 GALLONS \$ _____ /gal. Cost are to be net F.O.B., County Prepaid	\$ _____ Hour
LOADS OF 3,000 – 3,999 GALLONS \$ _____ /gal. Cost are to be net F.O.B., County Prepaid	\$ _____ Hour
LOADS OF 2,000 – 2,999 GALLONS \$ _____ /gal. Cost are to be net F.O.B., County Prepaid	\$ _____ Hour
LOADS OF 1,000 – 1,999 GALLONS \$ _____ /gal. Cost are to be net F.O.B., County Prepaid	\$ _____ Hour

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____

AUTHORIZED SIGNATURE: _____

PRINTER NAME: _____ **DATE** / /

TITLE: _____

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

Option 2: The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) month with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Table with 2 columns: PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY) and DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL. Rows include load categories from 5,000 gallons or more down to 1,000-1,999 gallons.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ FAX Nº: _____

CELLULAR Nº: _____

AUTHORIZED SIGNATURE: _____

PRINTER NAME: _____ DATE / /

TITLE: _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds: _____.
- 3. Certificates: _____.
- 4. Permits: _____.
- 5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</p> <p>A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	Name of person who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)	
3	Name of local government officer with whom filer has employment or business relationship. <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section</p>	
4	<p align="center">_____ Signature of person doing business with the governmental entity</p> <p align="center">_____ Date</p>	

Adopted 05/23/2007

(Copy of receipt and this form must be submitted with bid)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+

or

Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

**EXHIBIT “B”
PAYMENT SCHEDULE**

COM

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

5/19/10
OPENED

9:37am

5/19/2010

Witnessed

Option 1: The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) month with County's sole discretion ~~to extend the~~ contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE \$ <u>2.20</u> /gal. Cost are to be net F.O.B., County Prepaid	\$ <u>40.00</u> Hour
LOADS OF 4,000 – 4,999 GALLONS \$ <u>2.40</u> /gal. Cost are to be net F.O.B., County Prepaid	\$ <u>40.00</u> Hour
LOADS OF 3,000 – 3,999 GALLONS \$ <u>2.60</u> /gal. Cost are to be net F.O.B., County Prepaid	\$ <u>40.00</u> Hour
LOADS OF 2,000 – 2,999 GALLONS \$ <u>2.80</u> /gal. Cost are to be net F.O.B., County Prepaid	\$ <u>40.00</u> Hour
LOADS OF 1,000 – 1,999 GALLONS \$ <u>3.00</u> /gal. Cost are to be net F.O.B., County Prepaid	\$ <u>40.00</u> Hour

BIDDER/COMPANY NAME: PERFORMANCE GRADE ASPHALT, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: HITCHCOCK, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869

AUTHORIZED SIGNATURE: 

PRINTER NAME: CLARKE DuBOSE

DATE 05/10/2010

TITLE: PRESIDENT

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2010

PRODUCER (409)934-8000 FAX: (409)935-1883
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

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.

Texas City TX 77591

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Ins Co/ S W Risk	10833
INSURER B: Hallmark	
INSURER C: Texas Mutual Insurance	22945
INSURER D: Great American Ins Co of	22136
INSURER E:	

INSURED
Dubose Interests, LLC DBA Performance Grade
Asphalt LLC Rifle Transportation LLC&Gator Rec
P. O. Box 6
Hitchcock TX 77563

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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	VIGP011414	11/20/2009	11/20/2010	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TXS500591	12/11/2009	12/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSP-0012106801	2/18/2010	2/18/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER Per Truck \$100,000 Deductible \$1,000
D		OTHER Cargo Insurance	IMP 388 76 31 01	11/20/2009	11/20/2010	

REC'D
FEB 17 2010
C. R. JIM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Blanket Waiver of Subrogation applies to the Workers Compensation as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER

(956) 292-7612
County of Hidalgo
2812 S. Business 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
J Blackshear Jr. CIC/ *J Blackshear Jr.*