AI-23525 **6.D.**

EEOC #31C-2010-01087; Jennifer Morales v. Hidalgo County Public Defender's Office

CC REGULAR

Date: 10/19/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

EEOC #31C-2010-01087; Jennifer Morales v. Hidalgo County Public Defender's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 04:42 PM	APRV
2	Auditor's Office		10/15/2010 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 10/15/2010 04:38 PM	
Final Approval Date: 10/15/2010				

AI-23526 **7.D.**

EEOC #31C-2010-01087; Jennifer Morales v. Hidalgo County Public Defender's Office

CC REGULAR

Date: 10/19/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

EEOC #31C-2010-01087; Jennifer Morales v. Hidalgo County Public Defender's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 04:42 PM	APRV
2	Auditor's Office		10/15/2010 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 10/15/2010 04:39 PM	
Final Approval Date: 10/15/2010				

AI-23519 **10.B.**

Request for use of town square

CC REGULAR

Date:	10/19/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Letty Gonzalez
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request by Edinburg Chamber of Commerce for the use of the town square for the Night of Lights Parade to be held on Saturday, December 4, 2010 at 6:30 p.m.

BACKGROUND

Insurance has been provided

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 01:48 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/15/2010 01:56 PM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 02:57 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 02:57 PM	APRV

Form Started By: Monica Badillo — Started On: 10/15/2010 11:37 AM

Final Approval Date: 10/15/2010

EDINBURG CHAMBER OF COMMERCE

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 14, 2010

Honorable Judge Rene Ramirez
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Ramirez:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Saturday, December 4th at 6:30 p.m. The participants will start lining up at 4:45 p.m. The parade is scheduled to begin at the county square and travel West on University ending at the Edinburg Professional Baseball Stadium.

Thank you in advance for your cooperation and for your continued support throughout the years. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder **Edinburg Chamber Of Commerce**

Address of policyholder **P.O. Box 85 Edinburg Texas 78540**

Location of operations **602 W University Edinburg Texas 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-5536-8	Comprehensive Business Liability	11-17-09	11-17-10	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:	☒ Products - Completed Operations ☒ Contractual Liability ☒ Personal Injury ☒ Advertising Injury ☒ Medical ☐ ☐			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00
Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$
		Policy Period Effective Date	Policy Period Expiration Date	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$
Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

County of Hidalgo
100 E Cano St
Edinburg TX 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder **15** days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Soto

Signature of Authorized Representative

Agent/LSA4 — Title — **10/14/10** — Date

Sam Saldivar — Agent Name

Telephone Number **(956) 383-4312**

Agent's Code Stamp	
Agent Code	53-8259
AFO Code	F116

106399 10 08-25-2009

1001260

AI-23520 **11.A.**

Proclamation - Breast Cancer Awareness Month

CC REGULAR

Date: 10/19/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of proclamation proclaiming October 2010 as Breast Cancer Awareness Month in Hidalgo County.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal impact

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 02:21 PM	APRV
2	Roland Garcia	Rolando Garcia	10/15/2010 04:57 PM	APRV
3	Auditor's Office		10/15/2010 05:24 PM	NEW
Form Started By: Erika Reyna			Started On: 10/15/2010 02:14 PM	
Final Approval Date: 10/15/2010				

County of Hidalgo

State of Texas

PROCLAMATION

WHEREAS, the citizens of Hidalgo County value the benefits of good health as the key component of a long, productive and fulfilling life and proudly support observances that focus public attention on crucial health issues, such as Breast Cancer Awareness Month, in participation with Doctors Hospital at Renaissance and the Cancer Center at Renaissance; and

WHEREAS, one of the most urgent health concerns facing women, breast cancer is the most prevalent form of non-skin cancer affecting women today; this year, approximately 200,000 cases are diagnosed and approximately 40,000 individuals will die from this disease in the United States in 2010; and

WHEREAS, while there are factors known to increase a woman's risk of developing breast cancer, nearly 80 percent of women diagnosed do not exhibit any of the determinant factors; medical experts stress the importance of early screening and recommend that all women 40 years of age and above have a mammogram and clinical breast examination, as early detection of signs and symptoms of breast cancer can increase the survival rate by nearly 95 percent; and

WHEREAS, continued progress in the battle against breast cancer demands widespread public support for innovative programs, scientific research and education; all educators, service providers, researchers and advocacy groups are urged to work together to develop ways to educate more women about breast cancer and to ensure that all women in South Texas have access to appropriate breast cancer screening services; and

WHEREAS, during this month-long observance, all Valley residents are encouraged to join in related activities and initiatives that help raise support and awareness of this serious health concern, which has claimed too many lives over the years; moreover, people everywhere are called upon to raise their awareness of breast cancer and contribute to the global fight against this devastating disease;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby proclaim October 2010 as Breast Cancer Awareness Month in Hidalgo County.

Dated this 19th day of October, 2010.

_____

RENE A. RAMIREZ
County Judge

_____	_____
A.C. CUELLAR, JR. County Commissioner, Pct. 1	HECTOR "TITO" PALACIOS County Commissioner, Pct. 2
_____	_____
JOE M. FLORES County Commissioner, Pct.3	OSCAR L. GARZA, JR. County Commissioner, Pct. 4

Attested to:

_____

ARTURO GUAJARDO, JR.

County Clerk

AI-23511 **11.B.**

Proclamation

CC REGULAR

Date:	10/19/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and approval of Proclamation supporting the Tropical Texas Behavioral Health Community Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Proclamation will be brought to Commissioner's Court as per Judge's Office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 08:47 AM	APRV
2	Roland Garcia	Rolando Garcia	10/15/2010 01:21 PM	APRV
3	Auditor's Office		10/15/2010 05:24 PM	NEW
Form Started By: Erika Reyna			Started On: 10/14/2010 05:03 PM	
Final Approval Date: 10/15/2010				

AI-23477 **12.A.**

Memorandum of Understanding (MOU) - ICE & County - Constable Pct#4
CC REGULAR

Date:	10/19/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct. #4:
Presentation for discussion, consideration and approval of a Memorandum of Understanding (MOU) between Immigration and Customs Enforcement (ICE) and Local, County, or State Law Enforcement Agency (Hidalgo County Constable, Precinct#4) for the Reimbursement of Joint Operations expenses from the Treasury Forfeiture Fund for overtime wages to be incurred by (2) employees #141275 and #180971.

BACKGROUND

The maximum reimbursement entitlement for Overtime worked on behalf of the joint investigation is set at $15,000.00 per officer per year.

Two employees (Employee#141275 and 180971)

Section V.4 states that Treasury Forfeiture Fund reimburses overtime salaries.
**Benefits are not reimbursable.
This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing by either party.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-294-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The maximum reimbursement entitlement for Overtime worked on behalf of the joint investigation is set at $15,000.00 per officer per year per employee.

Fringe benefit expenditures estimated in the amount of $5,301.00 will not be covered by grant (not reimburseable).

Appropriation to be submitted next CC 10/26/10 .

Attachments

Link: MOU
Link: fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	10/15/2010 04:57 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 05:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/15/2010 05:23 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Manuel Chapa Started On: 10/13/2010 04:02 PM

Final Approval Date: 10/15/2010

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Constable, Precinct Number 4 (NCIC CODE #TX1081600) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Constable, Precinct Number 4, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Constable, Precinct Number 4 shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Constable, Precinct Number 4 shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Hidalgo County Constable, Precinct Number 4 may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Constable, Precinct Number 4 may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Constable, Precinct Number 4 **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Hidalgo County Constable, Precinct Number 4 must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Constable, Precinct Number 4 must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Constable, Precinct Number 4 remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **$15,000** per officer per year.

6. The Hidalgo Count Constable, Precinct Number 4 will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge at the following address: 1701 W. Business 83, Suite 508, McAllen, Texas 78501, Attn. Stella Santos, telephone number 956-984-6908.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Constable, Precinct Number 4 agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Constable, Precinct Number 4 and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge Immigration and Customs Enforcement San Antonio, Texas	Hidalgo County Constable Precinct Number 4 Edinburg, Texas 78541
Date: _____	Date: _____

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
U.S. CUSTOMS AND BORDER PROTECTION

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
7005	70-05-0800	☑ CCD+ ☐ CTX ☐ CTP

ADDRESS:
NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.

INDIANAPOLIS, IN 46278

CONTACT PERSON NAME:	TELEPHONE NUMBER:
FORFEITURE FUND TEAM/Attn: Eliot VanVelzen	(317) 614-4613

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
Hidalgo County Constable Precinct 4	

ADDRESS
2814 S. Business Highway 281, Edinburg, Texas 78539

CONTACT PERSON NAME:	TELEPHONE NUMBER:
J.E. Eddie Guerra	(956) 383-8560

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:	TELEPHONE NUMBER:
	( )

NINE-DIGIT ROUTING TRANSIT NUMBER:
— — — — — — — — —

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:

TYPE OF ACCOUNT:
☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:
	( )

NSN 7540-01-274-9925

SF 3881 (Rev 12/90)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

REQUEST TO ESTABLISH REIMBURSEMENT FOR LOCAL, COUNTY OR STATE LAW ENFORCEMENT AGENCIES PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS WITH TREASURY LAW ENFORCEMENT AGENCIES

TREASURY AGENCY U.S. Customs Service	OCDETF? YES NO X	SAIC CITY San Antonio
MAILING ADDRESS 1701 W. Business 83 Suite 508 McAllen, Texas 78501	OCDETF CASE NUMBER: FOR OVERTIME: YES X NO FOR OTHER: YES NO X	TEOAF TRACKING NUMBER (WILL BE ASSIGNED BY TEOAF) REIM
CONTACT PERSON Stella Santos	CONTACT TELEPHONE NUMBER: 956-984-6908 REQUEST DATE:	
TREASURY AGENCY FIELD OFFICE APPROVAL (NAME & SIGNATURE) Special Agent in Charge	TREASURY AGENCY HEADQUARTERS APPROVAL (NAME, SIGNATURE & DATE)	

FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY STATE AGENCY	EXPENSES TO BE REIMBURSED	ESTIMATED COSTS
Hidalgo County Constable Precinct 4 2814 S. Business Highway 281 Edinburg, Texas 78539 956-383-8560 J.E. Eddie Guerra Hidalgo County Constable Precinct 4 Tax Payer I.D. #	Overtime expenses related to joint operations/task force. **INITIAL ALLOCATION:**	

TFF APPROVAL AND DATE	TOTAL ESTIMATED COSTS
	$ -

ACCOUNTING DATA

BFYS: _____ FUND: _____

BUDPLN: _____ ORG: _____

PROGRAM: _____ OCC: _____

SAC Office: San Antonio, TX **REIM #:**

Agency Name:
Tax ID Number:
NCIC:
Address:
Contact Name:
Phone:
Email:

Officers (list below):

Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate

The Department of the Treasury

LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: _____ ATF XX CUSTOMS _____ IRS _____ SECRET SERVICE

OCDETF CASE _____ YES _____ NO

OCDETF CASE # _____

TFF TRACKING NUMBER
REIM #:

NAME OF AGENCY Hidalgo County Constable Precinct 4 TAX ID. NUMBER: _____
ADDRESS 2814 S. Business Highway 281, Edinburg, Texas 78539
CONTACT PERSON J.E. Eddie Guerra TELEPHONE NO: 956-383-8560

DATES FOR WHICH THE REIMBURSEMENT IS REQUESTED: FROM: _____ TO: _____

OVERTIME EXPENSES

NAME OF OFFICER	TITLE	HOURS WORKED	HOURLY RATE	TOTAL

TOTAL OVERTIME AMOUNT REQUESTED $

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD(S) ON CASES WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE _____ HOURS

OTHER EXPENSES

PURPOSE AND OR TYPE OF EXPENSE	TOTAL

TOTAL OTHER EXPENSE REQUESTED $

TOTAL REIMBURSEMENT REQUESTED $

I certify that the information provided above is accurate and represents actual costs incurred by this agency

(REQUESTING AGENCY) NAME TITLE SIGNATURE DATE

Jerry Robinette Special Agent in Charge

SPECIAL AGENT IN CHARGE, SAN ANTONIO, TX SIGNATURE DATE

USCS HQ APPROVAL DATE TEOAF APPROVAL DATE

NOTE: OCDETF CASES - A COPY OF THIS DOCUMENT SHALL BE SENT TO THE AGENCY CORE CITY COORDINATOR

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: Friday, October 15, 2010 **Agenda Item:** 23477

Summary of request/proposal:
Constable Pct.4:
MOU with ICE & County for Constable Pct.4 joint operations. Possible (2) Deputy's at reimbursement of $15,000.00 per officer per year. *Benefits are not reimburseable.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1284	Deputy Constable	-	131	0.00	15,000.00	15,000.00
1284	Deputy Constable	-	131	0.00	15,000.00	15,000.00
				0.00	30,000.00	30,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-294-008-0- 131	ICE-CONST. PCT.4 - OVERTIME	30,000.00
0-1100-421-00-294-001-0- 211	CONSTABLE PCT.4- HEALTH INSURANCE	-
0-1100-421-00-294-001-0- 212	CONSTABLE PCT.4- LIFE INSURANCE	-
0-1100-421-00-294-001-0- 220	CONSTABLE PCT.4- FICA	2,295.00
0-1100-421-00-294-001-0- 230	CONSTABLE PCT.4- RETIREMENT	2,856.00
0-1100-421-00-294-001-0- 250	CONSTABLE PCT.4- UNEMPLOYMENT COMP	150.00
0-1100-421-00-294-001-0- 260	CONSTABLE PCT.4- WORKER'S COMP	-
	2010 MOU Budgetary Impact	30,000.00
	2010 General Fund Budgetary	5,301.00

Possible Funding Sources:
APPROPRIATION TO BE SUBMITTED NEXT CC DATE 10-26-10. SALARIES TO BE CHARGED TO NEW ACCT (ICE MOU) AND FRINGE BENEFITS TO BE CHARGED TO GENERAL FUND.

Budget Office Recommendation: **FRINGE BENEFIT EXPENDITURES ARE NOT REIMBURSEABLE.**

Hidalgo Co. Budget Office
2/3/2005

AI-23462 **13.A.**

2010 COPS Hiring Program Grant

CC REGULAR

Date:	10/19/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Lupe Trevino
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval to accept the 2010 COPS Hiring Program Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS).
2. Approval of certification of revenues.
3. Approval to appropriate budget for the COPS Hiring Program Grant in the amount of $2,099,084.00.
4. Approval of COPS Hiring Program (COPS 13) salary schedule.

BACKGROUND

Grant will fund salary and fringe benefits for thirteen (13) officers each for a three (3) year period.

Grant Number: 2010ULWX0024
Grant Period: 09/01/10 to 08/31/13

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-022-3-XXX

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

BUDGETARY IMPACT:

No local cash match is required. Expenses relating to longevity and supplemental pay would need to be funded by General Fund.

Hidalgo County will be required to retain the positions for atleast one full budget cycle beyond the local budget year in which the federal funding concluded.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	10/14/2010 09:55 AM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 10:00 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/15/2010 05:06 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Emilia Uriegas

Started On: 10/13/2010 12:47 PM

Final Approval Date: 10/15/2010

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Monday, October 18, 2010

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 23462

C.C. Date: 10/19/10

Dept: SHERIFF- Cops (13) Hiring Program (1284)

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-23462 **13.A.**

2010 COPS Hiring Program Grant

CC REGULAR

Date: 10/19/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Lupe Trevino
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

1. Authorization and Approval to accept the 2010 COPS Hiring Program Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS).
2. Approval of certification of revenues.
3. Approval to appropriate budget for the COPS Hiring Program Grant in the amount of $2,099,084.00.
4. Approval of COPS Hiring Program (COPS 13) salary schedule.

BACKGROUND

Grant will fund salary and fringe benefits for thirteen (13) officers each for a three (3) year period.

Grant Number: 2010ULWX0024
Grant Period: 09/01/10 to 08/31/13

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-022-3-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No local cash match is required. Expenses relating to longevity and supplemental pay would need to be funded by General Fund.

Hidalgo County will be required to retain the positions for atleast one full budget cycle beyond the local budget year in which the federal funding concluded.

Attachments

Link: COPS13.Award
Link: COPS13.Budget
Link: COPS13.Salary.Sche.

Form Routing/Status

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1	Pat Medina	Pat Medina	10/14/2010 09:55 AM	APRV
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Form Started By: Emilia Uriegas Started On: 10/13/2010 12:47 PM
Final Approval Date: 10/15/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF COPS HIRING PROGRAM (COPS 13)- 280-022 **DATE:** 10-15-10

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 001 TO 013

REQUESTED POSITION TITLE: DEPUTY SHERIFF
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 38,000.00 (Proposed Budgeted Salary) $ 38,000.00 X 13=494,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other COPS HIRING PROGRAM GRANT AWARD TO FUND 100% ENTRY LEVEL SALARIES- NO ALLOWANCES

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

ENTERING INTO GRANT AGREEMENT. GRANT WAS AWARDED BASED ON THE NEEDS OF THE COMMUNITY FOR EXTRA PERSONNEL.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-18-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10-18-2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Sheriff's Department

Job Title:	**Deputy Sheriff**	**FLSA Status:**	**Non-Exempt**
Dept No:	**280**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

ESSENTIAL DUTIES AND RESPONSIBILITES:
Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keep records of activities and make reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney or U.S. Attorney;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements and depositions;
- Assist other law enforcement agencies as needed;
- Perform surveillance of suspects and assigned locations;
- Meet with informants and conduct undercover narcotics work;
- Handle and care for dogs involved in narcotics investigations;
- Conduct background investigations on applicants for law enforcements and corrections positions;
- Serve as a bailiff in county and district courts;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;

- Return persons who have been arrested to county in other locations in and out of state;
- Regular attendance is a must.
- Ability to work well with others.

In School Policing

- Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate crimes against persons and property and assists federal, state and local law enforcement officials;
- Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution.
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- May handle and care for dogs involved in narcotics investigations;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention;
- Will interact with students and school faculty on a daily basis;
- Will be involved in participating and providing security for school related activities and functions;
- Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities;
- Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed;
- Perform such other related duties as may be assigned by the Sheriff's Department.

SUPERVISORY RESPONSIBILITIES

- May be asked to oversee special details involving two or more officers.

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 GED;
- At least one (1) year of law enforcement related experience preferred;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws.
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing.
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- 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 employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- 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 may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

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

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works nearing moving mechanical parts; in high precarious places; with explosives; and in occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

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;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

September 30, 2010

Sheriff Guadalupe Treviño
Hidalgo County
711 El Cibolo Road
P.O. Box 1228
Edinburg, TX 78540

Re: COPS Hiring Program Grant # 2010ULWX0024
ORI#: TX10800

Dear Sheriff Treviño:

Once again, I would like to congratulate you on receiving a COPS Hiring Program (CHP) award. Your award is for 13 officer positions and $2,099,084 in federal funds over a three-year grant period. Your agency may now begin hiring or rehiring officers to fill CHP grant-funded positions.

Enclosed in this package is your grant award. **The Award Document must be signed and returned to the COPS Office within 90 days of the date of this letter to officially accept your grant.** The Frequently Asked Questions (FAQ) document included in this package should be helpful in answering any questions you may have about accepting your award, or requesting additional time to do so. Beginning on the reverse side of your Award Document, you will find a total of two pages of CHP Grant Terms and Conditions. You should read and familiarize yourself with all 16 terms and conditions that apply to your CHP award.

A supplemental online award package for CHP grantees can be found at http://www.cops.usdoj.gov/Default.asp?Item=2367. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CHP Grant Owner's Manual, which specifies the terms, conditions, and requirements of your grant. Also, within a few weeks you should receive an important package from the Office of the Chief Financial Officer, Office of Justice Programs, which will contain the forms and instructions necessary to begin drawing down funds for your grant.

As mentioned at the time of announcement, each CHP application was subject to a thorough review, and some of your application information may have been updated or corrected from the original version submitted to COPS. If you have not yet done so, please access your application at https://www.cops.usdoj.gov, and print and maintain a final copy for your records (if you are unable to print a copy of your application, please contact the COPS Office at 800.421.6770).

The Financial Clearance Memorandum (FCM) and Final Funding Memorandum (FFM) included in this package reflect allowable costs and amounts under your award. The FCM specifies the amount of COPS Hiring Program funds awarded to your agency for officer salaries and approved benefits, while the FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. The Final Funding Memorandum also includes the specific hiring

category(ies) awarded under your CHP grant. Please review both documents carefully, as your agency may only be reimbursed for the amounts and approved cost categories indicated.

As a reminder, under CHP all positions awarded (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 6 of your application. If for any reason your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval. You should also contact the COPS Office if, for any reason, you need to modify your grant award. This includes any reallocation of your awarded positions across the three primary hiring categories (i.e., new hires, rehires of officers laid off pre-application, and rehires of officers laid off or scheduled to be laid off post-application).

Finally, please remember that grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your CHP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

Once again, congratulations on your CHP award. If you have any questions about your grant, please do not hesitate to call the COPS Office Response Center at 800.421.6770.

Sincerely,

Bernard K. Melekian
Director

U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division

COPS Hiring Program

Treasury Account Symbol (TAS) 15X0406

Grant #: 2010ULWX0024
ORI #: TX10800
Applicant Organization's Legal Name: Hidalgo County
OJP Vendor #: 746000747
DUNS#: 557453008

Law Enforcement Executive: Sheriff Guadalupe Treviño
Address: 711 El Cibolo Road
P.O. Box 1228
City, State, Zip Code: Edinburg, TX 78540
Telephone: (956) 383-8114
Fax: (956) 393-6179

Government Executive: Judge Rene Ramirez
Address: 100 East Cano Street
P.O. Box 1356
City, State, Zip Code: Edinburg, TX 78539
Telephone: (956) 318-2600
Fax: (956) 318-2699

Award Start Date: 9/1/2010 Award End Date: 8/31/2013

Full Time Officers Funded: 13
New Hires: 13
Rehires - Pre-Application Layoffs: 0
Rehires - Post-Application Layoffs: 0
Award Amount: $ 2,099,084.00

Bernard Melekian
Director

SEP 16 2010
Date

By signing this award, the signatory officials are agreeing to abide by the 16 Conditions of Grant Award found on the reverse side of this document and the attached page.

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff
Typed Name and Title of Law Enforcement Official

10/13/10
Date

Signature of Government Official with the Authority to Accept this Grant Award

Rene Ramirez
Hidalgo County Judge
Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 100446

U. S. Department of Justice
Office of Community Oriented Policing Services
2010 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A 122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A 133 (governing audits); applicable representations made in the original CHP grant applications; and/or the CHP application update and all other applicable program requirements, laws, orders, regulations, or circulars.

2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.

3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget due to state, local, or tribal budget cuts;
b. Rehiring officers who had already been laid off at the time of application as a result of state, local, or tribal budget cuts; and/or
c. Rehiring officers who were, at the time of application, scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification to receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum, included in your award package, specifies the amount of COPS Hiring Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memorandum (FFM), which is also included in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in the Financial Clearance Memorandum. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Final Funding Memorandum and Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after an agency has drawn down for the costs of salaries and fringe benefits incurred during the 36-month funding period for each awarded position will be deobligated during the closeout process, and should not be spent by your agency.

4. **Supplementing, Not Supplanting.** State, local, or tribal funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally funded vacancies resulting from attrition during the life of the grant.

5. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

6. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.

7. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency must change the hiring category from new hires to rehires to prevent lay-offs. Grant modifications under CHP are evaluated on a case-by-case basis. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.

9. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly financial reports.

10. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. **Equal Employment Opportunity Plan (EEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

13. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your original COPS grant application, and/or 2010 CHP application update with reference to each of the following elements of community policing: a) community partnerships and support; b) related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) how your agency will use the funds to reorient its mission or enhance its commitment to community policing.

The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must engage in community policing activities.

14. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHP funds to pay for a contract to receive law enforcement services from another agency.

15. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

16. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).

U. S. Department of Justice

Community Oriented Policing Services

Grants Administration Division

COPS Hiring Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Sheriff Guadalupe Treviño
Hidalgo County

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Program Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 746000717 **ORI #: TX10800** **DUNS #: 557453008** **Grant #: 2010ULWX0024**

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Personnel	$1,548,690.00	$1,548,690.00	$0.00	
Fringe Benefits	$550,394.00	$550,394.00	$0.00	
Direct Costs:	$2,099,084.00	$2,099,084.00	$0.00	
Grand Total	**$2,099,084.00**	**$2,099,084.00**	**$0.00**	

Grand Total: **Federal Share: $ 2,099,084.00**
Applicant Share: $ 0.00

Cleared Date:

Overall Comments:

COPS Hiring Program

Final Funding Memo

U.S. Department of Justice, Office of Community Oriented Policing Services

Legal Name: Hidalgo County **ORI:** TX10800

Grant Number: 2010ULWX0024 **Date:** September 29, 2010

Fringe Benefits	Quantity	Cost/Item	Total Item Cost	Amount Disallowed	Total Allowed	Reason Disallowed/Adjusted
Fringe Benefits	13	$ 42,338.00	$ 550,394.00	$ 0.00	$ 550,394.00	
Total:				**$ 0.00**	**$ 550,394.00**	

Personnel	Quantity	Cost/Item	Total Item Cost	Amount Disallowed	Total Allowed	Reason Disallowed/Adjusted
Salaries	13	$ 119,130.00	$ 1,548,690.00	$ 0.00	$ 1,548,690.00	
Total:				**$ 0.00**	**$ 1,548,690.00**	

Grand Total:		
	Total Federal Share:	**$ 2,099,084.00**
	Total Local Share:	**$ 0.00**
	Total Project Costs:	**$ 2,099,084.00**
	Total Disallowed Costs:	**$ 0.00**

Cleared Date:

Overall Comments:

502,100.00
X 13

COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

ACCEPTING YOUR 2010 COPS GRANT AWARD

Frequently Asked Questions

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Federal Financial Report (SF-425)	Frequently Asked Questions (SF-425)
Helpful Hints Guide (SF-425)	Grant Payment Request System Information	SF-425 Fact Sheet
Change of Information Sheet	Publication Request Form	Federal Civil Rights Letter

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extension requests for the purposes of returning the award document will be considered on a case-by-case basis.

WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?

Your signed award document should be mailed to the following address:

For the Methamphetamine Initiative and Technology Program:
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Program (CHP), Child Sexual Predator Program (CSPP), Secure Our Schools Program (SOS), or the Tribal Methamphetamine Initiative (Tribal –Meth):
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

PLEASE NOTE: Beginning **October 18, 2010**, your signed COPS award document and all other correspondence should be directed to the new COPS Office mailing address:

U.S. Department of Justice, COPS Office
Grants Administration Division
ATTN: [Insert Program Name] Control Desk
145 N Street N.E., 11th Floor
Washington, DC 20530

Before you can draw down these grant funds, the COPS Office must receive the signed award document from your agency. To ensure that we receive your signed award in a timely manner, we encourage you to submit your signed award by express or overnight delivery service.

WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information form should be submitted to our office along with the original, signed award document. Any alterations to the original award will invalidate the document. You may submit a Change of Information form online through "Account Access" at www.cops.usdoj.gov, or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

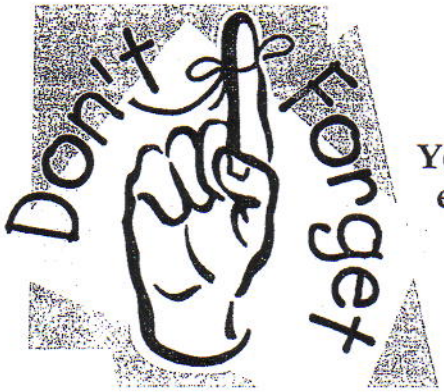
If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available on online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.



Your signed award document should be placed in the enclosed envelope and mailed to the following address:

For the Methamphetamine Initiative and Technology Program:
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Program (CHP), Child Sexual Predator Program (CSPP), Secure Our Schools Program (SOS), or the Tribal Methamphetamine Initiative (Tribal –Meth):
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Tribal Resources Grant Program:
U.S. Department of Justice, COPS Office
ATTN: TRGP Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

PLEASE NOTE: Beginning **October 18, 2010**, your signed COPS award document and all other correspondence should be directed to the new COPS Office mailing address:

U.S. Department of Justice, COPS Office
Grants Administration Division
ATTN: [Insert Program Name] Control Desk
145 N Street N.E., 11th Floor
Washington, DC 20530

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

October 18, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice, Office of Justice Community Oriented Policing Services (COPS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$2,099,084.00	COPS Hiring Program Grant #2010ULWX0024

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10-18-10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
COMMISSIONERS' COURT
2010 SALARY SCHEDULE

0-1284-421-00-280-022-3
SHERIFF COPS 13-

SLOT #	OBJECT CODE	POSITION TITLE	SALARIES GRANT 2010 SALARY	ALLOWANCES GENERAL FUND	2010 TOTAL COMPENSATION
0001	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0002	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0003	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0004	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0005	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0006	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0007	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0008	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0009	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0010	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0011	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0012	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
0013	113	DEPUTY SHERIFF	38,000.00	TO BE DETERMINED	38,000.00
		TOTAL	**494,000.00**	**-**	**494,000.00**

DATE: October 13, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: COPS Hiring Program
ACCOUNT NUMBER: 0-1284-421-00-280-022-3-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-022-3-113	Regular Full-Time Employees	1,691,664.00
0-1284-421-00-280-022-3-211	Health Insurance	116,493.00
0-1284-421-00-280-022-3-212	Life Insurance	1,170.00
0-1284-421-00-280-022-3-220	FICA	118,469.00
0-1284-421-00-280-022-3-230	Retirement	162,695.00
0-1284-421-00-280-022-3-250	Unemployment Compensation	8,593.00
	TOTAL APPROPRIATIONS	2,099,084.00
0-1284-331-00-280-022-3-000	COPS Universal Hiring Program, U.S. Department of Justice	2,099,084.00
	TOTAL REVENUES	2,099,084.00

REASON: **To appropriate budget for COPS Hiring Program (Community Oriented Policing Services), U.S. Department of Justice Grant (No. 2010ULWX0024).**

Grant Period is September 01, 2010 to August 31, 2013.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23495 **13.B.**

Request for employee transfers

CC REGULAR

Date:	10/19/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	SHERIFF'S OFFICE
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

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

		FROM			TO		
Employee No.	Position Title	Dept. No./ Name	Slot. No.		Dept. No./ Name	Slot No.	Budgeted Salary
126616	Sr. Deputy Sheriff Step II	Courthouse Sec. (115-044)	0009		Sheriff (280-001)	0215	$43,263.00
126179	Sr. Deputy Sheriff Step I	Sheriff (280-001)	0215		Courthouse Sec. (115-044)	0009	$41,800.00

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: fiscal note

Link: courthouse security salary schedule

Link: sheriff salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/15/2010 02:34 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/15/2010 04:42 PM	APRV
3	Budget & Management	Sylvia Solis	10/15/2010 04:46 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Rosie Cantu

Started On: 10/14/2010 10:51 AM

Final Approval Date: 10/15/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 23495

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Monday, October 19, 2020
Summary of request/proposal:
Sheriff (1100) / Courthouse Security (1241):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

SHERIFF (280-001)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Sr. Dep. Sheriff Step I	0215	113	-	-	41,800.00	0.00	(41,800.00)
1100	Sr. Dep. Sheriff Step II (transfer in from crthse sec)	-	113	-	-	0.00	43,263.00	43,263.00
							TOTAL SALARY	*1,463.00*
1100	Sr. Dep. Sheriff Step I	0215	115	-	-	360.00	0.00	(360.00)
1100	Sr. Dep. Sheriff Step II (transfer in from crthse sec)	-	115	-	-	0.00	360.00	360.00
							TOTAL LONGEVITY	*0.00*
1100	Sr. Dep. Sheriff Step I	0215	117	-	-	1,800.00	0.00	(1,800.00)
1100	Sr. Dep. Sheriff Step II (transfer in from crthse sec)	-	117	-	-	0.00	1,200.00	1,200.00
							TOTAL SUPPLEMENTAL PAY	*(600.00)*
					TOTAL:	43,960.00	44,823.00	863.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	$280.27
0-1100-421-00-280-001-0-	115	SHERIFF-	LONGEVITY	$0.00
0-1100-421-00-280-001-0-	117	SHERIFF-	SUPPLEMENTAL PAY	$0.00
0-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH	$0.00
0-1100-421-00-280-001-0-	212	SHERIFF-	LIFE	$0.00
0-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$21.44
0-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$26.68
0-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$1.40
0-1100-421-00-280-001-0-	260	SHERIFF-	WORKERS COMP	$0.00
			2010 Budgetary Impact	$329.79

2011 Budgetary Impact: **$1,721.52**

Possible Funding Sources:
OBJECT CODE 113-SALARY (PLUS FRINGES): FROM LAPSED SALARIES
OBJECT CODE 115-LONGEVITY (PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NO BUDGETARY IMPACT (COST SAVINGS)

COURTHOUSE SECURITY (115-044)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1241	Sr. Dep. Sheriff Step II	0009	113	-	-	43,263.00	0.00	(43,263.00)
1241	Sr. Dep. Sheriff Step I (transfer in from SHERIFF)	-	113	-	-	0.00	41,800.00	41,800.00
							TOTAL SALARY	*(1,463.00)*
1241	Sr. Dep. Sheriff Step II	0009	115	-	-	360.00	0.00	(360.00)
1241	Sr. Dep. Sheriff Step I (transfer in from SHERIFF)	-	115	-	-	0.00	360.00	360.00
							TOTAL LONGEVITY	*0.00*
1241	Sr. Dep. Sheriff Step II	0009	117	-	-	1,200.00	0.00	(1,200.00)
1241	Sr. Dep. Sheriff Step I (transfer in from SHERIFF)	-	117	-	-	0.00	1,800.00	1,800.00
							TOTAL SUPPLEMENTAL PAY	*600.00*
					TOTAL:	44,823.00	43,960.00	(863.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1241-421-23-115-044-0-	113	COURTHOUSE SECURITY-	REG F/T EMPLOYEES	$0.00
0-1241-421-23-115-044-0-	115	COURTHOUSE SECURITY-	LONGEVITY	$0.00
0-1241-421-23-115-044-0-	117	COURTHOUSE SECURITY-	SUPPLEMENTAL PAY	$114.94
0-1241-421-23-115-044-0-	211	COURTHOUSE SECURITY-	HEALTH	$0.00
0-1241-421-23-115-044-0-	212	COURTHOUSE SECURITY-	LIFE	$0.00
0-1241-421-23-115-044-0-	220	COURTHOUSE SECURITY-	FICA	$8.79
0-1241-421-23-115-044-0-	230	COURTHOUSE SECURITY-	RETIREMENT	$10.94
0-1241-421-23-115-044-0-	250	COURTHOUSE SECURITY-	UNEMPLOYMENT COMP	$0.57
0-1241-421-23-115-044-0-	260	COURTHOUSE SECURITY-	WORKERS COMP	$0.00
			2010 Budgetary Impact	$135.24

2011 Budgetary Impact: **$706.02**

Possible Funding Sources:
OBJECT CODE 113-SALARY(PLUS FRINGES): NO BUDGETARY IMPACT (COST SAVINGS)
OBJECT CODE 115-LONGEVITY PAY (PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): FROM LAPSED SUPPLEMENTAL PAY ALLOW.

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	600.00	0.00	0.00	42,580.00
0002	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0003	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0004	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0005	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0006	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0007	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0008	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
		SR. DEPUTY SHERIFF STEP I ↓				**41,800.00** ↓	**41,800.00** ↓			**1,800.00** ↓			**43,960.00** ↓
0009	**113**	~~**SR. DEPUTY SHERIFF STEP II**~~				~~**43,263.00**~~	~~**43,263.00**~~	**360.00**	**0.00**	~~**1,200.00**~~	**0.00**	**0.00**	~~**44,823.00**~~
0010	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	960.00	0.00	1,200.00	0.00	0.00	45,423.00
0011	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
0012	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0013	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0014	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0015	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
			TOTAL		95,445.00	601,024.00	601,024.00	5,460.00	0.00	10,200.00	0.00	0.00	616,684.00

Approval to transfer employee no. 126616 from the Courthouse Security to Sheriffs Office, slot no. 0215, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

Approval to transfer employee no. 126179 from the Sheriffs Office to Courthouse Security, slot no. 0009, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

*****Positions adhere to Law Enforcement Grade and Step Pay Plan.**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF				136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY				85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMM				75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMM				75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN				65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN				65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN				65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN				65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
0009	113	CHIEF ADMINISTRATOR	18	0	65,253.00	65,253.00	65,253.00	300.00	0.00	0.00	0.00	500.00	66,053.00
0010	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II				52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III				54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	54,526.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	500.00	55,026.00
0017	113	SENIOR CRIME ANALYST	14	1	50,487.00	50,487.00	50,487.00	720.00	0.00	0.00	0.00	500.00	51,707.00
0018	113	LIEUTENANT STEP II				52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
0020	113	LIEUTENANT STEP III				54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
0021	113	ACCOUNTANT III	12	4	47,829.00	47,829.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP II				47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	0.00	50,229.00
0023	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I				45,980.00	45,980.00	480.00	0.00	600.00	0.00	500.00	47,560.00
0025	113	SERGEANT STEP III				49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
0028	113	SERGEANT STEP II				47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III				49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III				49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III				49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
0033	113	SERGEANT STEP III				49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	46,747.00	46,747.00	46,747.00	1,440.00	0.00	0.00	0.00	500.00	48,687.00
0035	113	SERGEANT STEP I				45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
0036	113	SERGEANT STEP II				47,589.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
0037	113	SERGEANT STEP I				45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
0039	113	SERGEANT STEP I				45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
0040	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	0.00	49,449.00
0042	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0043	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0044	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	480.00	0.00	0.00	0.00	500.00	45,779.00
0045	113	MECHANIC V	12	1	43,284.00	43,284.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
0047	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
0049	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	0.00	47,223.00
0050	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0051	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	0.00	49,277.00
0052	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0053	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0057	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0058	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0063	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00
0065	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0067	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0068	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	DEPUTY SHERIFF STEP				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0070	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0071	113	DEPUTY SHERIFF				36,480.00	36,480.00	540.00	0.00	0.00	0.00	0.00	37,020.00
0072	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	0.00	49,517.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0077	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
0080	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0081	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0082	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
0085	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
0090	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0095	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
0096	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0097	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0098	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0101	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
0103	113	DEPUTY SHERIFF				36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0104	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0107	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0109	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	4,500.00	0.00	0.00	48,183.00
0112	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	DEPUTY SHERIFF				36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0114	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0115	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0117	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
0118	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,400.00	0.00	0.00	46,143.00
0119	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0120	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
0124	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0126	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0128	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0129	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
0132	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
0134	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0137	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	2,100.00	0.00	0.00	40,340.00
0139	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0142	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0144	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0145	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	660.00	0.00	3,000.00	0.00	500.00	47,423.00
0147	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0148	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0149	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	500.00	40,720.00
0150	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0151	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0152	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0153	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	DEPUTY SHERIFF				36,480.00	36,480.00	360.00	0.00	0.00	0.00	0.00	36,840.00
0157	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0161	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0162	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0163	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0164	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0165	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
0166	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0167	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0168	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0169	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
0170	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0171	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0172	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0173	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0174	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,600.00	0.00	500.00	43,550.00
0175	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0176	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
0177	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
0178	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0179	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0180	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,600.00	0.00	500.00	42,220.00
0181	113	ACCOUNTANT II	10	4	41,006.00	41,006.00	41,006.00	1,560.00	0.00	0.00	0.00	0.00	42,566.00
0182	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0188	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
0190	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
0191	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
0192	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0193	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
0196	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
0197	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
0199	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0201	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0207	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0208	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0210	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0212	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
		SR. DEPUTY SHERIFF STEP II ↓				**43,263.00** ↓	**43,263.00** ↓			**1,200.00** ↓			**44,823.00** ↓
0215	**113**	~~**SR. DEPUTY SHERIFF STEP I**~~				~~**41,800.00**~~	~~**41,800.00**~~	**360.00**	**0.00**	~~**1,800.00**~~	**0.00**	**0.00**	~~**43,960.00**~~
0216	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0217	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0218	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0219	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
0220	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0223	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0224	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0226	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0227	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0228	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0229	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0230	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0231	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,900.00	0.00	500.00	42,520.00
0232	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
0233	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0234	113	DEPUTY SHERIFF				36,480.00	36,480.00	420.00	0.00	1,200.00	0.00	0.00	38,100.00
0235	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0236	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0237	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0238	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0239	113	DEPUTY SHERIFF				36,480.00	36,480.00	420.00	0.00	0.00	0.00	0.00	36,900.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	360.00	0.00	0.00	0.00	500.00	36,423.00
0241	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	32,929.00	32,929.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTER MASTER	8	1	31,815.00	31,815.00	31,815.00	540.00	0.00	0.00	0.00	0.00	32,355.00
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	32,929.00	32,929.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0249	113	ACCOUNTANT I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0250	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0251	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0252	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0253	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0254	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0257	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	1,020.00	0.00	0.00	0.00	0.00	31,509.00
0258	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0259	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0260	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0261	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0262	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0264	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0265	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0266	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0267	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0268	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0269	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0270	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	31,096.00	31,096.00	540.00	0.00	0.00	0.00	500.00	32,136.00
0273	113	ASSISTANT QUARTER MASTER	7	1	29,458.00	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	22,216.00	0.00	0.00	0.00	0.00	0.00	22,216.00
0287	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.32
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0294	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0295	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0296	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0297	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
G313	113	CRIME VICTIM LIASON	10	2	38,408.00	8,427.00	8,427.00	600.00	0.00	0.00	0.00	0.00	9,027.00
0327	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 23495

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0329	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	0.00	0.00	0.00	0.00	500.00	36,063.00
0331	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0332	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0333	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0334	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0335	113	DEPUTY SHERIFF				36,480.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
0336	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,300.00	0.00	500.00	41,920.00
0337	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0338	113	DEPUTY SHERIFF				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0339	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,500.00	0.00	0.00	43,720.00
0340	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0341	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0342	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0344	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0345	113	DEPUTY SHERIFF				36,480.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00
0346	113	ADMINISTRATIVE ASSISTANT II	0	0	0.00	26,737.00	26,737.00	360.00	0.00	0.00	0.00	0.00	27,097.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	27,276.00	780.00	0.00	0.00	0.00	0.00	28,056.00
				TOTAL	2,416,928.00	12,904,845.00	12,911,468.32	142,980.00	0.00	384,900.00	0.00	52,000.00	13,491,348.32

AI-23490 **13.C.**

Claim Invoices

CC REGULAR

Date:	10/19/2010
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval for payment for invoice#88057 in the amount of $280.00 due to purchase of sharp containers which are not part of the contract for Envirotech.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-421

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

BUDGETARY IMPACT:

Available balance of $4,832.40 as of 10/14/10.

Attachments

Link: Envirotech #88057

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Angela Garcia	10/14/2010 09:52 AM	APRV
2	Pat Medina	Pat Medina	10/14/2010 09:56 AM	APRV
3	Budget & Management	Sylvia Solis	10/14/2010 10:01 AM	APRV
4	Olga Garza	Olga Garza	10/14/2010 01:59 PM	APRV
5	Auditor's Office	Linda Fong	10/15/2010 11:32 AM	APRV

Form Started By: Myra Montoya Started On: 10/14/2010 09:25 AM

Final Approval Date: 10/15/2010

INVOICE

ENVIROTECH CARRIERS
PO BOX 271428
CORPUS CHRISTI TX 78427
361-299-7774 PH 78427

PAYMENT TERMS: NET 30
$25 LATE FEE

Invoice #	Invoice Date
88057	7/13/10

Bill To

HIDALGO SHERIFFS DEPT
PO BOX 1228
EDINBURG TX 78540

Service Address
HIDALGO SHERIFFS DEPT
701 E CIBOLO RD
EDINBURG TX 78539

Cust#: 2 - 7170 0

Please detach here & include with your payment. THANK YOU $ _____ Amount Enclosed

ENVIROTECH CARRIERS

Date	Description	Qty	Rate	Total
7/12/10	PER BOX - ROUTED MONTHLY	6.00	19.000	114.00
7/12/10	MANIFEST 131915			
7/12/10	BIO-WASTE BOX	2.00		
7/12/10	40X46X1.5 LARGE RED BAGS	2.00		
7/12/10	BD#305517 SHARPS CONTNR 1-CASE	20.00	14.000	280.00

P.O. #: 1316582
Invoice Received By: V. Rodriguez on: 7-15-10
Good/Services Received By: P. Orosco on: 7-12-10
0-1100-423-21-280-002-0-421

PO# 500085

Please pay INVOICE TOTAL
$394.00

Cust#: 2 - 7170 0 Inv#: 88057
Service Address: 701 E CIBOLO RD

TRANSPORTER MANIFEST/WASTE SHIPPING DOCUMENT

131915

DATE 7/12/10 | ACCT # 7170

NAME: HIDALGO SHERIFFS DEPT.

LOCATION

ADDRESS: 500 E. CIBOLO RD.

CITY: EDINBURG, STATE: TEXAS, ZIP: 78539

PHONE: 956-383-8114 SITE CONTACT

REGULATED MEDICAL WASTE 6.2, UN3291, PG II

RED BAG P/U

CONTAINER

STOP # 1964

(-)START # 1964

EQUALS

(+1)

= TOTAL 6

PICK UP COMMENTS

GENERATOR

I hereby certify that the above named material does not contain free liquid as defined by 40 CFR, Part 260.10 or any applicable state laws, is not a hazardous waste as defined by 40 CFR Part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to applicable regulations. I certify that the information provided above is true and correct.

Authorized Generator (Print) | Signature | Date 7/12/10

PRIMARY TRANSPORTER

TRANSPORTER: ENVIROTECH CARRIERS, INC., 2403 AGNES ST., CORPUS CHRISTI, TX 78405

TCEQ REGISTRATION #: 50019 **TRAILER #:** 20 **PHONE #: (361) 299-7774**

 # OF CONTAINERS COLLECTED 6 **TOTAL WGT OF CONTAINERS COLLECTED**

I certify that the information provided above is true and correct and that only untreated Regulated medical wastes are contained in this load. I am aware that falsification of this manifest may result in the forfeiture of my transporter's registration and/or privilege of utilizing State authorized facilities.

Driver's Name (Print) | Driver's Signature | Date 7/12/10

TREATMENT FACILITY

Company Name: BioMedical Waste Solutions | Phone #: 877-974-1300

Address: 9665 Jade Ave., Port Arthur, Texas 77642

TCEQ Permit #: 40231 | Date waste destroyed | Total weight destroyed

Discrepancy/indication space

I certify that I have been authorized by the Texas Commission On Environmental Quality to accept untreated medical wastes and that I have received the above indicated wastes in accordance with the requirements outlined in that authorization.

NAME OF COMPANY REPRESENTATIVE (PRINT) | SIGNATURE | DATE

DELIVERED ITEMS

DESCRIPTION	U/M	QTY
[X] BOXES	EA	2
[X] LINERS (100/CASE) 38X45X1.5	EA	2
[ ] LINERS (500/CASE) 23X23X1.5	EA	
[X] OTHER: 30-Gx3		4
[X] OTHER: "4046"		4

SHARPS CONTAINERS

PROTEC	QTY.	WINFIELD	QTY.
[ ] 1 GAL		[ ] 1 GAL	
[ ] 2 GAL		[ ] 2 GAL	
[ ] 3 GAL		[ ] 8 GAL	
[ ] 5 GAL		[ ] 16 GAL	
BD305	QTY.	KENDALL	QTY.
[X] 317	1 Case	[ ] #8513	
[ ]		[ ] #8516	

IN CASE OF AN EMERGENCY, CALL (361) 232-1482 or (361) 510-1028

Purchase Order

COUNTY OF HIDALGO

PO#: 636582

DATE: 03/01/10

VENDOR: 175099 REQ:00171469

Email:

Phone: (361)299-7774

ENVIROTECH CARRIERS, INC.
P.O. BOX 271428
CORPUS CHRISTI TX 78427

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL
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
		DO NOT DUPLICATE ORDER		
		C-09-005-03-03 EXPIRES 3/2/10;		
1	LOT	BLANKET P.O. FOR BIOHAZARD PICK UP	1,000.00	1,000.00
1		SHARP CORRUGATED CARDBOARD CONTAINER @ $19.00 CONTAINER/BOX	.00	.00
1		SHARP CONTAINERS COST WILL VARY BASED ON SIZE	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,000.00
		********** For Hidalgo County use only **********		
		0-1100-423-21-280-002-0-421 1,000.00		
		Approved		

COPY

Authorized by: Marcus L. Salazar

AI-23464 **14.B.**

Health Division - FY 2011 Immunization Contract Amendment 001A

CC REGULAR

Date:	10/19/2010
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Request approval to accept the attached FY 2011 Immunization Contract #2011-036297, Amendment #001A. The purpose of this Amendment is to add the work plan attachment as required for these contracts. This Amendment has a retroactive effective date of 09/01/2010 due to the work plan being effective as of the start date of the contract.

BACKGROUND

The FY 2011 Immunization Contract #2011-036297-001 was approved by Commissioner's Court on 08/17/10 (see AI-22418). The FY 2011 Immunization Contract has a grant period of 09/01/2010 through 08/31/2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 0-1293-441-00-340-012-1-xxx

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

BUDGETARY IMPACT:

10/19/2010 - This Contract Amendment has no budgetary fiscal impact.

Attachments

Link: Imm FY 11 Contract Amendment 001A 1

Link: Imm FY 11 Contract Amendment 001A 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 03:56 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/13/2010 04:28 PM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 01:06 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:44 PM	APRV

Form Started By: Mike Escaname Started On: 10/13/2010 01:07 PM

Final Approval Date: 10/15/2010

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-036297 (Contract) in accordance with this Amendment No. 001A : IMMUNIZATION BRANCH - LOCALS, effective 09/01/2010 .

The purpose of this Amendment is to add the work plan attachment as required for these contracts

This Amendment has a retroactive effective date of: 9/01/2010 due to the work plan being effective as of the start date of the contract.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~001~~ **001A**

SECTION I. STATEMENT OF WORK is revised to add the following:

Contractor shall complete all required activities listed in the final, approved work plan, attached as Exhibit A.

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

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

IMM/LOCALS
DSHS Contract Number: 2011-036297-001A
HIDALGO COUNTY HEALTH & HUMAN SERVICES
EXHIBIT A

Contractors are required to perform all activities of the annual Work Plan in compliance with all documents referenced in this Work Plan.

1. PROGRAM PLANNING AND EVALUATION

General Requirement 1A: Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 1A:

- Adhere to *Standards for Child and Adolescent Immunization Practices* and *Standards for Adult Immunization Practices* found at: http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
- Maintain current policies in compliance with the *DSHS Immunization Contractors Guide for Local Health Departments* and have them available to Contractor's staff.
- Maintain staffing levels to meet required activities of the contract.
- Lapse no more than 5% of total funded amount of the contract.
- Submit required tri-annual reports by January 30, May 30, and September 30 of each contract term.

2. VACCINE MANAGEMENT

(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 2A: Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activity 2A:

- Maintain storage and handling polices and procedures according to the *TVFC Operations Manual.*

General Requirement 2B: Assist all other TVFC providers in local jurisdiction with maintaining appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *TVFC Operations Manual.*

Activities 2B:

- Evaluate maximum vaccine stock levels twice a year in **all** TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics.

- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS
    - To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.
- Provider updates, training and information as changes to vaccine management occurs.

3. REGISTRIES

(http://www.dshs.state.tx.us/immunize/providers.shtm and http://dshs.state.tx.us/immunize/immtrac/default.shtm)

General Requirement 3A: Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3A:

- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at http://www.cdc.gov/vaccines/recs/schedules/default.htm.
- Report to ImmTrac all immunizations administered in Contractor's clinics, either directly into ImmTrac online or through TWICES.
- Update demographic information as needed.
- Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated *Immunization History Report* to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac.

General Requirement 3B: Work in good faith, and as described herein, to increase the number of children less than six years of age who participate in ImmTrac. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activity 3B:

- Verbally, and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.

General Requirement 3C: Work in good faith, and as specified herein, to ensure ImmTrac-registered private providers use ImmTrac effectively as defined in the *DSHS Immunization Contractors Guide for Local Health Departments*. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3C:

- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g. telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the *DSHS Immunization Contractors Guide for Local Health Departments*.
- Explain guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.

General Requirement 3D: Ensure that ImmTrac data, entered by Contractor's staff, is complete, current, and accurate. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 3D:

- Train Contractor's staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.

4. PROVIDER QUALITY ASSURANCE

(http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)

General Requirement 4: Complete 100% of follow-up site visits assigned by DSHS Austin or Health Service Region staff. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 4:

- Conduct follow-up visits and submit results within deadlines established in the *TVFC Operations Manual*.
- Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

5. PERINATAL HEPATITIS B PREVENTION

(*http://www.dshs.state.tx.us/idcu/disease/hepatitis/hepatitis_b/perinatal/manual/*)

General Requirement 5A: 100% of the number of HBsAg-positive pregnant women identified (through contacts by prenatal health care providers, hospitals, electronic laboratory reporting, regional and Local Health Departments) will be reported to DSHS. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5A: Contractor's staff nurses will participate in targeted training to providers and delivery hospitals.

General Requirement 5B: Work in good faith, and as described herein, to ensure that 100% of the number of infants born to HBsAg-positive women will receive appropriate and required immunoprophylaxis including hepatitis B immune globulin (HBIG), the hepatitis B vaccine birth dose and will complete the Hepatitis B vaccine series. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5B: Conduct Perinatal Hepatitis B case management according to the *Perinatal Hepatitis B Prevention Manual.*

General Requirement 5C: Work in good faith, and as described herein, to ensure that 100% of the number of identified infants born to HBsAg-positive women will complete post-vaccination serology testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5C: Conduct Perinatal Hepatitis B case management according to the *Perinatal Hepatitis B Prevention Manual.*

General Requirement 5D: 100% of the number of household and sexual contacts to HBsAg-positive women will be identified. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5D: Conduct Perinatal Hepatitis B case management according to the *Perinatal Hepatitis B Prevention Manual.*

General Requirement 5E: 100% of the number of household and sexual contacts to HBsAg-positive women will complete the Hepatitis B vaccine series or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual.*

Activity 5E: Conduct Perinatal Hepatitis B case management according to the *Perinatal Hepatitis B Prevention Manual.*

General Requirement 5F: 100% of the number of susceptible sexual contacts to HBsAg-positive women will complete post vaccine serology testing or staff will document appropriately if lost to follow-up. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Perinatal Hepatitis B Prevention Manual*

Activity 5F: Conduct Perinatal Hepatitis B case management according to the *Perinatal Hepatitis B Prevention Manual..*

6. **EDUCATION, INFORMATION, TRAINING, AND COLLABORATIONS**
(http://www.dshs.state.tx.us/immunize/providers.shtm)

General Requirement 6A: Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6A:

- Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s) and the importance of not missing any vaccines.
- Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, and healthcare providers and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location(s) of community vaccination clinics.
- Conduct at least one monthly immunization education activity targeting one of the target groups.
- Document the activity with the number & type of participants, and evaluate activity by obtaining feedback from participants.
- Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website, *The Upshot*, electronic newsletter, and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within

the Contractor's' jurisdiction on the annual CDC *Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC)* training.

General Requirement 6B: Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on Immunization activities listed below: Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6B:

- Provide training on TVFC requirements and updates (as described in the *TVFC Operations Manual*) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
- Conduct educational training for hospital and health care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
- Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
- Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
- Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
- Provide training relating to *Standards for Child and Adolescent Immunization Practice*s, and *Standards for Adult Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf) to all immunization providers within Contractor's jurisdiction.
- Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
- Promote a health care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
- Provide information to community health care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health care workers.
- Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
- Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for

vaccination using a documented immunization history in accordance with the *Standards for Child and Adolescent Immunization Practices* (http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf).

- Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).

General Requirement 6C: Conduct outreach to targeted groups for the promotion of best practices and special activities related to immunizations. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6C:

- Conduct outreach (including, but not limited to, the specific outreach described in the *DSHS Immunization Contractors Guide for Local Health Departments*) to families of children 19 to 35 months of age who are not up to date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.

General Requirement 6D: Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B providers. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6D:

- Conduct recruitment activities as defined in the *TVFC Operations Manual* with 100% of providers on the DSHS-supplied provider recruitment list.
- Target adolescent health care providers for recruitment and emphasize adolescent vaccine requirements and recommendations.
- Recruit new private provider sites for ImmTrac.
- Participate with DSHS regional staff in recruitment of hospitals and providers conducting surveillance and reporting of Perinatal Hepatitis B.

General Requirement 6E: Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 6E:

- Identify providers, hospitals, schools, child care facilities, social service agencies,

and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations. Document communications, group meetings and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the tri-annual report.

7. EPIDEMIOLOGY AND SURVEILLANCE

(*http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf*)

General Requirement 7: Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (*http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf*) and National Electronic Disease Surveillance System (*NEDSS*)). Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 7:

- Adhere to the *DSHS Vaccine-Preventable Disease (VPD) Surveillance Guidelines*, *NEDSS Data Entry Guidelines*, and *Epi Case Criteria Guide* in conducting this General Requirement and the associated activities.
- Complete all data entry into National Electronic Disease Surveillance System (NEDSS) following the *NBS Data Entry Guidelines.*
- Routinely review and follow up on electronic lab reports (ELRs) sent from DSHS.
- Report on steps taken by Contractor to ensure the completeness of VPD reporting within Contractor's jurisdiction.

8. POPULATION ASSESSMENT

(*Immunization Population Assessment Manual* available upon request from DSHS. Reference Stock No. 11-12550, Revised 08/09)

General Requirement/Activity 8A: When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

General Requirement/Activity 8B: When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments* and *Population Assessment Manual.*

9. SERVICE DELIVERY

General Requirement 9: Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the *DSHS Immunization Contractors Guide for Local Health Departments.*

Activities 9:

- Ensure that all ACIP-recommended vaccines are routinely available to patients who want them.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination, and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing order (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

AI-23498 **15.A.**

Data card and cellular phone add ons

CC REGULAR

Date: 10/19/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: IT Department

Information

CAPTION

Authorization to purchase through the County's membership/participation with Contract: DIR-SDD-604 with awarded vendor Verizon for the following:

Qty.	Description	Department	User	Service Total:	Equipment Total:
1	Data Card	Constable Pct. #4	Raul Salinas	$45/Mo	$0
1	Data Card	Constable Pct. #2	Carlos Perez	$45/Mo	$0
1	Cellular Phone	Information Tech	Estanislado Ramos	$87.38/Mo	$99.99
1	Cellular Phone	Information Tech	Renan Ramirez	$87.38/Mo	$99.99
4	Data Card	Information Tech	Office Use	$45/Mo	$0
1	Cellular Phone	Executive Office	Cari Lambrecht	$87.38/Mo	$0

BACKGROUND

request forms will be attached Friday.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-413-00-125-002-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Public Affairs- Available balance as of 10-15-10 $560.00
PO #644855 for Sprint-Amount available as of 10-15-10 $1,440.00

FISCAL YEAR: 2010 **ACCT. #:** 0-1242-412-00-060-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

JP Tech Fund

Available balance as of 10-15-10 $460.00; Additional funds in the amout of $1,350.00 pending line item transfer, AI #23478 CC 10-19-10, consent agenda.

PO #638809 for Sprint-Amount available as of 10-15-10 $786.74.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-532 & 619

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

BUDGETARY IMPACT:

IT Dept

Req #183633 for Verizon Wireless - Amount available as of 10-15-10 $1,410.69
Req #183616 for Verizon Wireless - Amount available as of 10-15-10 $675.00
Req #183441 for Verizon Wireless - Amount available as of 10-15-10 $644.85

Obj. 532 "Wireless Devices" - Available account balance as of 10-15-10 $7,012.79
Obj. 619 "Other Misc. Supplies" - Available account balance as of 10-15-10 $114.04.

Attachments

Link: Cari's req. form

Link: Request Forms backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/14/2010 01:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/15/2010 03:57 PM	APRV
3	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Angela Garcia Started On: 10/14/2010 01:03 PM

Final Approval Date: 10/15/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Cari Lambrecht Employee ID# 154776 Signature: Cari Lambrecht

DEPARTMENT: Executive Office DEPT #: 125

Quantity: 1

Service: $ 87.38 /mo (x) 15 months = $1,310.70 Account: 1100-413-00-125-002-0 **-532**

Service: $ 0 /mo (x) 1 = _____ Account: _____ **-619/664**

Requisition Total: $1,310.70 **Requisition Number: 178778**

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

Signature	Print Name	Date
	Valde Guerra	10/14/2010

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	10/14/2010

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ **VERIZON Nationwide Talk Unlimited Plan $57.39/mo + Data Pkg Plan Unlimited $29.99/mo = $87.38/mo**

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

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

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

Revised: 10/13/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other:_____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: RAUL SALINAS Employee ID# 138908 Signature: [signature]

DEPARTMENT: CONSTABLE PCT. 4 DEPT #:_____

Quantity: 1

Service: $ 45 /mo (x) 15 months = $675 Account: 1242-412-00-060-001 -532

Service: $ 0 /mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $675 **Requisition Number:**_____

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

[signature] Ramon Ramirez 10/13/2010

Signature | Print Name | Date

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

_____ _____ _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ ~~SPRINT BE1000 + DATAPLAN~~

☐ **OTHER:** VERIZON DATA CARD UNLIMITED PLAN $37.99/mo + fees = $45/mo

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

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

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

Revised: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other:_____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: CARLOS PEREZ Employee ID# 103098 Signature:_____

DEPARTMENT: CONSTABLE PCT.2 DEPT #:_____

Quantity: 1

Service: $ 45 /mo (x) 15 months = $675 Account: 1242-412-00-060-001-0 -532

Service: $ 0 /mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $675 **Requisition Number:**_____

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

Signature	Print Name	Date
	Rivian Ramirez	10/13/2010

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ ~~**SPRINT BE1000 + DATAPLAN**~~

☐ **OTHER:** VERIZON DATA CARD UNLIMITED PLAN $3 99/mo + fees = $45/mo

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

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

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

Revised: 01/21/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

REQ. 18 3635

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Estanislado Ramos Employee ID# 114502 Signature: Estanislado Ramos

DEPARTMENT: Information Technology DEPT #: 200

Quantity: 1

Service: $ 87.38 /mo (x) 15 months = $1,460.70 (1310.70) Account: 1100-415-00-200-001 -532

Service: $ 99.99 /mo (x) 1 = $99.99 Account: 1100-415-00-200-001 -619/664

Requisition Total: $1,560.69 **Requisition Number:** _____

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

Signature	Print Name	Date
	Rene Ramirez	10/13/2010

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☒ **VERIZON Nationwide Talk Unlimited $57.39 + Data Package Unlimited $29.99 = $87.38/mo**

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

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

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

Revised: 10/13/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

REQ. 183633

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Renan Ramirez Employee ID#_050229____ Signature:_____

DEPARTMENT: Information Technology_____ DEPT #: 200_____

Quantity: 1_____

Service: $_87.38_/mo (x) _15_ months = _$1,460.70_ Account: 1100-415-00-200-001_____-532

1310.70

Service: $_99.99_/mo (x) _1___ = _$99.99__ Account: 1100-415-00-200-001_____-619/664

Requisition Total: $1,560.69 **Requisition Number:**_____

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

Signature	Print Name	Date
	Renan Ramirez	10/13/2010

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☒ **VERIZON Nationwide Talk Unlimited $57.39 + Data Package Unlimited $29.99 = $87.38/mo**

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

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

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

Revised: 10/13/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: VERIZON DATA CARD UNL

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: OFFICE USE Employee ID#_____ Signature:_____

DEPARTMENT: INFORMATION TECH DEPT #: 200

Quantity: 4

Service: $ 45.00 /mo (x) 15 months = ~~0.00~~ 2,700.00 Account: 1100-415-00-200-001-0-**532**

Service: $_____/mo (x) ____ months = 0.00 Account:_____-**619/664**

Requisition Total: 2,700.00 **Requisition Number:** 183616

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

Signature	Print Name	Date
	Renan Ramirez	10/15/10

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** VERIZON DATA CARD UNLIMITED PLAN $37.99/MO + FEES = $45.00

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

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

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

Revised: 01/21/2010

AI-23472 **16.A.**

Public Service project - City of Weslaco

CC REGULAR

Date:	10/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Weslaco is requesting authority to utilize and purchase services from the Hidalgo County's membership and participation with TPSS-DIR approved vendor Calence Insight Networking Solutions (contract #DIR-SDD-1460) in the amount of $7,000.00 (quote attached hereto) as requested by the City of Weslaco for a Public Service (General) Project.

BACKGROUND

Calence Insight Networking Solutions is an approved vendor through the TPSS-DIR, Contract #DIR-SDD-1460 who will provide all materials and installation of fiber optic cabling drops for the library to operate through the main network. Delivery and installation is expected within 30 days from receipt of purchase order. Weslaco- UCP Year 23 (2010) Public Services (General) funds will be utilized.

Vendor:	Calence Insight Networking Solutions
Purchase Amount:	$7,000.00
Funds Available:	$20,958.00 Year 23 (2010) Weslaco-Public Services (General) funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Weslaco Public Services (General) funds will be utilized for the purchase of materials and installation of fiber optic cabling drops.

Attachments

Link: Weslaco project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/14/2010 08:40 AM	APRV
2	Perla Lopez	Perla Lopez	10/14/2010 09:45 AM	APRV

3	Auditor's Office	Linda Fong	10/15/2010 01:08 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:44 PM	APRV

Form Started By: Estella Webber Started On: 10/13/2010 03:21 PM

Final Approval Date: 10/15/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** DARAK WEAVER

VENDOR #1 **Name:** Calence Insight Networking Solutions **Contract No.:** DIR-SDD-1460 **Phone:** 1-956-639-3555

Quantity	Description of Items	Price per Unit	Total Amount
1	Infrastructure 20 Cabling Drops for Library	7,000.00	7,000.00
		TOTAL:	$ 7,000.00

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

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

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

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

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

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

Recommendation: To Go With Coop - DIR. Vendor Calence Insight Networking Solutions.

Requested by: Sylvia M. Mar Date 9/22/10 **UCP Approval:** [signature] Date Oct. 8, 2010

GW

CALENCE
Insight Networking Solutions ™

DIR
Department of Information Resources

Quote / Orderform

Quote to: Martin Mata
Weslaco Public Library

2712 N. McColl Rd.
McAllen, TX 78501
Order Phone: 956-639-3555
Order Fax 956-687-5428

Phone: ✓ Fax:

DIR Agreement #: **DIR-SDD-1460** PO#

Quote # 092110WPL

Part Number	Description	Unit Cost	Qty	Extended Cost
✓	Infrastructure Cabling for Library - 20 Drops	✓ $7,000.00	1	$7,000.00

Notes: ***All quotes must be submitted with all purchase orders.***
Prices good for 30 days from date quoted.
Returns must be made within 30 days of receipt of product.
Models and prices are subject to change without notice.

TOTAL FOR THIS ORDER $7,000.00

Quoted By: Date Quoted: **9/22/2010**

Ship To: **Invoice To:**

Go DIRect with Calence

Phone Fax Phone Fax

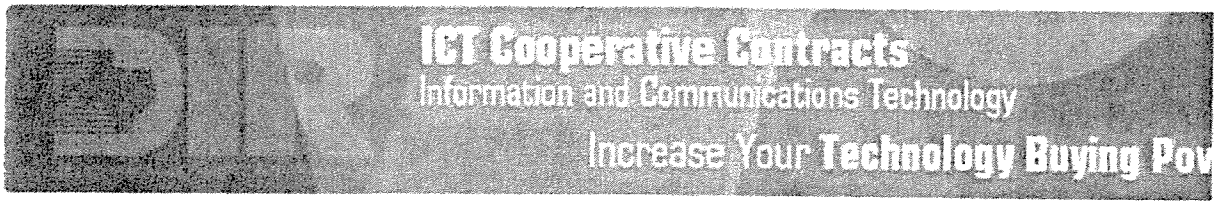
E-MAIL Address: (Required for Verification of Receipt of Order)

Note: When using this QUOTE with Purchase Order please include PO#, Ship to, Invoice to and Contact phone numbers.

28

All

Home | Co-op Contracts | Texas.gov | Security | DCS | CTS



< Back to Main Search

Keyword: **Dir-Sdd-1460**

Products and Services

Network

Network (1)
Networking Equipment (1)
Networking Products ... (1)

Telecommunications

Tele - Network Servi... (1)

Brand

Bluesocket (4)
Commscope (4)
Extenity (4)
Lightspeed (4)
Netscout (4)
Panduit (4)
Syn-Apps (4)
Tripp Lite (4)
Vbrick Systems (4)

Vendor/Reseller

Calence, LLC, dba In... (4)

HUB Type

Non HUB (4)

Contracts by Product/Service Category

	Product Sub-Type	Contract No.	Vendor Name
✓	Networking Equipment	DIR-SDD-1460	Calence, LLC, dba Networking
✓	Network	DIR-SDD-1460	Calence, LLC, dba Networking
✓	Networking Products and Services	DIR-SDD-1460	Calence, LLC, dba Networking
✓	Tele - Network Services	DIR-SDD-1460	Calence, LLC, dba Networking

< Back to Main Search

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	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
6/29/2010	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	592 673 1364	
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. Networking Equipment	236 235 838 1369	
10/5/2010	***Calence, LLC dba Insight Networking***	**Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.**	**1460**	**8/30/2014**
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	

AI-23440 **16.B.**

Contract extension - STEDC

CC REGULAR

Date:	10/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval for a six (6) month extension to the FY 08 Contract between the Urban County Program and South Texas Economic Development Corporation, Inc. (STEDC)

BACKGROUND

The UCP entered into contract with STEDC on September 30, 2008 in the amount of $187,500. The purpose of this contract was to build five (5) single-family homes. Currently, STEDC has completed construction of all units under this contract. This extension will allow STEDC to market and sell these units to qualified families. The UCP recommends approval of this extension in order to allow for compliance of the contract terms.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budget increase to contract.

Attachments

Link: contract (STEDC)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 09:56 AM	APRV
2	Perla Lopez	Perla Lopez	10/15/2010 09:59 AM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 01:10 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:44 PM	APRV

Form Started By: Estella Webber — Started On: 10/12/2010 03:04 PM

Final Approval Date: 10/15/2010

ADDENDUM

Amendment to Contract Period
FY 2008

South Texas Economic Development Corporation, Inc.

This amendment will allow for an extension to the 2008 Contract between the Urban County Program and the South Texas Economic Development Corporation, Inc. The original 2008 Contract was executed on September 30, 2008 and expired on September 29, 2010. The UCP is granting a SIX (6) MONTH extension to the original contract end date. The new contract expiration date will be March 28, 2011.

County:
HIDALGO COUNTY

_____
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

_____
Date

CHDO:
SOUTH TEXAS ECONOMIC DEV. CORP

_____
Name

EXECUTIVE DIRECTOR
Title

_____
Date

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

MICHAEL JANUARY, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

CHDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and South Texas Economic Development Corp., Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on September 29, 2010, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $187,500, utilizing FY 2008 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct five (5) 3 bedroom / 2 bath brick veneer units of affordable housing to low-income qualified homebuyers. One of the five (5) units will use ECO Block wall system (a brand of insulation concrete form). Homes will be 1,252 square feet.

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide five (5) low-income (80% and below of the area median income), working families with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

D. CHDO will target two (2) families at or below 60% of the median income and three (3) families at or below 80% of the median income.

E. CHDO will leverage over one hundred thousand dollars ($100,000).

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines, UCP CHDO Policies and Application Package.

CHDO represents and warrants that it is a "Community Housing Development Corporation" as defined in 24 CFR 92.4 and agrees that it shall comply with all applicable government requirements including without limitation those contained 24 CFR Part 92.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget, Developer's Fees And Construction Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.

3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement or this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $187,500.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation have been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CHDO proceeds, the CHDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CHDO shall provide reports of CHDO proceeds on a monthly basis utilizing Exhibit K of the CHDO Policy.

C. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CHDO shall include the substance of this Section 8 in all subcontracts.

E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely

and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by

the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the

beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan

or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to

comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CHDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CHDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit

to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit

organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CHDO may have to the use of the Housing UNITS. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget, Developer's Fees And Construction Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. 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 CHDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CHDO 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 CHDO of the price changes.
- The CHDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CHDO 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**: CHDO shall notify the County at the time when the CHDO'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 CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CHDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO 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 CHDO at any time upon written notice from the County to the CHDO 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 CHDO 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.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 30th day of September, 2008.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

South Texas Economic Development Corp., Inc.

CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 30, 2008 by Roxie Garcia as Director of South Texas Economic Development Corp., Inc. a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: 3/3/2010

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 30, 2008 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: 3/3/2010

EXHIBIT A

PERFORMANCE STATEMENT

A. CHDO shall construct five (5) 3 bedroom / 2 bath brick veneer units of affordable housing to low-income qualified homebuyers. One of the five (5) units will use ECO Block wall system (a brand of insulation concrete form). Homes will be 1,252 square feet.

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide five (5) low-income (80% and below of the area median income), working families with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

D. CHDO will target two (2) families at or below 60% of the median income and three (3) families at or below 80% of the median income.

E. CHDO will leverage over one hundred thousand dollars ($100,000).

CHDO must comply with the HOME Program rules that state households will not exceed 80% of the area median income.

EXHIBIT B

BUDGET, DEVELOPER'S FEES AND CONSTRUCTION SCHEDULE

SITE ACQUISITION (approximate) $12,000 / per lot X 5 homes =	60,000.00
ESTIMATED CONSTRUCTION COST	
1152 sq ft @ $41 per sq ft = $47,232 X 5 homes =	236,160.00
PROJECT TOTAL	**296,160.00**

Requested HOME Funds:

Construction Cost:	$33,750 / per home X 5 homes =	168,750.00
Developer Fee:	$3,750 / per home X 5 homes =	18,750.00
	TOTAL	**187,500.00**

STEDC,Inc. CHDO Proceeds:

Site Acquisition:	$12,000 / per lot X 5 Homes =	60,000.00
Remaining Construction Cost:	$13,482 / per home X 5 Homes =	67,410.00
Down Payment Assistance:	$5,000 / per home X 5 Homes =	25,000.00
	TOTAL	**152,410.00**

DEVELOPER'S FEE SCHEDULE

Milestone	Max. Cumulative Developer Fee %
Acquisition closing	25%
Construction closing / start of construction or rehab	40%
50% construction completion	60%
Construction completion (certificate of occupancy)	75%
Sustaining occupancy (or sale)	100%

CONSTRUCTION SCHEDULE

ACTIVITY	DATE(S)
Acquisition	October 2008
Environmental Review	November 2008
Securing and packaging project financing	N/A
Securing pre-qualified prospective buyers	December 2008
Homeownership Counseling	December 2008
Construction Specifications and Cost Est.	November 2008
Construction Bids	N/A
Construction Start	January 2008
Anticipated Draws (list all)	To Be Determined
End Construction	July 2009
Sign Sales Contract(s)	August 2009
Close on Home Sale(s)	November 2009

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its

contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

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

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

   Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

South Texas Economic Development Corp., Inc.

Signed: Rocio Garcia

Director

September 30, 2008

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Hidalgo County Urban County Program
Community Housing Development Organization (CHDO)Certification

Affidavit of Standards for Financial Management Systems

Date: September 30, 2008

Affiant: Roxie Garcia

Recipient: South Texas Economic Development, Inc.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant Signature: Roxie Garcia

Title: Director

Subscribed and sworn before me on the 30th day of September 30, 2008,

by Roxie Garcia, on behalf of South Texas Economic Development Corp, Inc.

Monica Leal
Notary Signature

My commission expires: 3/3/2010

Seal:

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

AI-23467 **16.C.**

Surplus equipment - Pct. #4

CC REGULAR

Date:	10/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to declare surplus equipment for the purpose of disposition and clear off inventory list. The asset is located at Precinct #4.

BACKGROUND

The Urban County Program on behalf of Precinct #4 wishes to have the item listed below declared surplus and removed from inventory list. The asset is deemed inoperable and or outdated. This item will be transferred to the County's surplus. Please see attachments.

UCP Tag #	Qty	Description	Date of Purchase	Cost	Serial #
N/A	1	Savin 2515 Copier	N/A	N/A	H662630409

Fiscal Impact

Attachments

Link: surplus equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 03:53 PM	APRV
2	Perla Lopez	Perla Lopez	10/14/2010 09:21 AM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 01:12 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:45 PM	APRV

Form Started By: Estella Webber Started On: 10/13/2010 02:39 PM

Final Approval Date: 10/15/2010

Urban County Program

1916 Tesoro Blvd. • Pharr, Texas 78577 • Phone: (956) 787-8127 • Fax: (956) 787-5291 • ucp@bizrgv.rr.com

October 8, 2010

Hidalgo County Precinct # 4
Gloria A. Beltran, Executive Assistance
1102 N. Doolittle Rd.
Edinburg, Texas 78541

RE: Request for Disposition of Asset

Dear Ms. Beltran,

Mr. Jose A. Barron, Compliance Monitor verified that the required disposition asset form was submitted. Your disposition request submitted September 10, 2010 for authorization to dispose of asset that has exceeded life expectancy is approved. We will place this item on CCC Agenda for disposition. Upon approval the printer shall be picked up by county staff.

Disposition Reasons: (a) Lost, (b) Stolen, (c) Damage and (d) Exceed life Expectance

UCP Tag #:	Qty	Description	Date of Purchase	Cost	Reason	Serial
# N/A	1	Savin 2515 Copier	N/A	N/A	d	H662630409

Should you have any questions, please feel free to call Jose A. Barron, Compliance Monitor at (956) 787-8127.

Sincerely,

Diana R. Serna, Director

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

To: Nellie Morin, Junior Accountant

From: Diana R. Serna, Director

Subject: Disposition of Asset

Date: September 21, 2010

This is to inform you that the request letter submitted by Gloria A. Beltran, Executive Assistance for Precinct # 1 September 10, 2010 for disposition of asset purchased with CDBG funds has been approved. Attach is the required documentation, request letter, and Urban County Program Asset Disposition Forms identifying the assets requested to be disposed of.

Should you have any questions regarding this matter, feel free to contact Jose A. Barron, Compliance Monitor.

Urban County Program
Asset Disposition Form
(Use this form only for equipment that has the Urban County Program ID Tags)

A written request (letter) attached with this form must be submitted to Urban County Program Director/Deputy Director for approval of disposition of CDBG assets. The letter must indicate the justification for disposing of CDBG asset(s). If disposition of lost or stolen asset(s) is requested, then a police report must also be attached. Also damaged asset(s) requesting to be disposed must include an accident report. CDBG asset(s) may not be disposed of without Urban County Program Director/Deputy Director approval.

The following CDBG asset(s) is/are requested to be disposed of:

A.	B.	C.			D.
UCP Tag No.	Qty.	Description Of Item(s)	Purchased Date	Cost Amount	Reason for Disposition
None	One	Savin 2515 Copier	?	?	D (Other)

Note: For asset being disposed, please indicate the reason of the items as (a, b, c or d) Where (a) = lost, (b) = stolen, and (c) = damage and (d) other (Exceeded useful life).

I hereby certify that our agency does not have any further use for the equipment identified above.

Signature: Gloria d. Beltran Date: 9-10-2010

UCP Director/Deputy Director hereby approves this disposition request.

Signature: Alana R Lin Date: 10-8-10

Effective July 5, 2005

AI-23444 **16.D.**

Contract amendment - Proyecto Azteca

CC REGULAR

Date:	10/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to amend FY '09 Contract between the Urban County Program and Proyecto Azteca.

BACKGROUND

The UCP entered into contract with Proyecto Azteca on September 28, 2009 in the amount of $1,000,700. The purpose of this contract was to build twenty five (25) single-family homes. The contract currently allows for reimbursement of construction costs, soft costs and land acquisition. The original budget submitted for this contract included a fixed unit price for twenty-five (25) units of $40,028 however Proyecto Azteca would like to use other grants received as matching funds thus allowing the per unit cost to be reduced within this contract.. This undertaking will leave a balance of $191,446 within the UCP-CHDO contract. Proyecto Azteca plans to use these funds to purchase additional lots in other qualified areas of the County. This amendment will allow for Proyecto Azteca to purchase more vacant lots and create more affordable housing opportunities for qualified families within Hidalgo County. The UCP recommends approval of this amendment.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed amendment will be utilizing Urban County funds. No budget increase to proposed amendment.

Attachments

Link: Proyecto Azteca contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 09:56 AM	APRV
2	Perla Lopez	Perla Lopez	10/15/2010 10:21 AM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 01:13 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:44 PM	APRV

Form Started By: Estella Webber

Started On: 10/12/2010 03:50 PM

Final Approval Date: 10/15/2010

ADDENDUM TO CONTRACT

PROYECTO AZTECA
FY 2009

AMENDMENT TO CONTRACT

County and CHDO, hereby attach an addendum to the CHDO FY 09 Contract the following:

This will allow for an amendment to 2009 Contract between the Urban County Program and Proyecto Azteca. This amendment will allow for a change to the per unit cost for each of the twenty five (25) single family residences under this contract. This amendment will allow Proyecto Azteca to match other grant funds thus allowing for a balance of funds for acquisition of additional lots and the ability to construct more single family homes. An amended per unit budget breakdown is attached.

County does hereby commit to allow for additional activity.

County:	CHDO:
HIDALGO COUNTY	***PROYECTO AZTECA***
_____	_____
Name	Name
URBAN COUNTY PROGRAM DIRECTOR	DIRECTOR
Title	Title
_____	_____
Date	Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

ANN WILLIAMS CASS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

PROYECTO AZTECA

September 24, 2010

Michelle Mendoza
Urban County
1916 Tesoro Blvd
Pharr, Texas 78577

Dear Ms. Mendoza,

In order to keep the cost at a unit price the table below shows the complete breakdown of the CHDO 2009 grant funds. Specifically we want to match portion of the unit cost with other grants. The breakdown for the CHDO 2009 grants will be 12 units at $44,000.00, 12 units at $22,000.00 and 1 unit at $17,254.00. This will allow monies for the lot acquisition totaling $191,446. The number of units for this contract will not be compromised.

Units	Hud #		Contract Amount
		LINE ITEM	**$ -**
1	6587	**Q119 Espinoza, Pascual & Joanae**	**$44,000.00**
2	6652	**Q120 Ramirez, Luis & Crystal**	**$44,000.00**
3	6595	**Q121 Cavazos, Marianela**	**$44,000.00**
4	6649	**Q122/H62 Ramirez, Jaime & B. Zapata**	**$22,000.00**
5	6589	**Q123 Leyva, Mary**	**$44,000.00**
6	6596	**Q124 Gonzalez, Martha**	**$22,000.00**
7	6646	**Q125 Palomares, Reynaldo**	**$44,000.00**
8	6651	**Q126 Lopez, Francisca**	**$44,000.00**
9	6665	**Q127 Guzman, Tomas & Iris Hinojosa**	**$44,000.00**
10	6647	**Q128 /SHN4 Guerrero, Luis & Olga**	**$17,254.00**
11	6650	**Q129 Gonzalo, Marina Monroy**	**$44,000.00**
12	6666	**Q130/SHR9 Azuara, Teresa**	**$22,000.00**
13	6648	**Q131/SHR4 Flores, Ramon**	**$22,000.00**
14		**Will Leverage with Self Hep**	**$22,000.00**
15		**Will Leverage with Self Hep**	**$22,000.00**
16		**Will Leverage with Self Help**	**$22,000.00**
17	6678	**Q135 Guerrero Felipe & Cristina**	**$44,000.00**
18		**Will Leverage with Self Help**	**$22,000.00**
19	6813	**Q137 Acosta, Lucio & Nicolasa**	**$44,000.00**
20		**Acala**	**$44,000.00**

P.O. Box 27
Phone (956) 702-3307 San Juan, TX 78589 fax (956) 702-3309

PROYECTO AZTECA

21		**G. Lopez**	**$44,000.00**
22		**leverage with SH**	**$22,000.00**
23		**leverage with SH**	**$22,000.00**
24		**leverage with SH**	**$22,000.00**
25		**leverage with SH**	**$22,000.00**
		Lot Acquisition	**$191,446.00**
		Total Funds Committed	**$1,000,700.00**

Should you have any other questions or concerns please do not hesitate to contact me.

Thank you,

Saul Villarreal

P.O. Box 27
Phone (956) 702-3307 San Juan, TX 78589 fax (956) 702-3309

CHDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on September 28, 2011, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $1,000,700 utilizing FY 2009 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct twenty-five (25) 2, 3 and 4 bedroom wood frame self-help pre-manufactured units of affordable housing to low-income qualified first time homebuyers. Homes will range between 784 and 1,033 square feet.

Type of Home	Total Living Area (Sq. ft.)
2 bedroom / 1 bath	784
3 bedroom / 1 bath	864
4 bedroom / 2 bath	1,033

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will target twenty-five (25) families at or below 60% of the median income.

D. CHDO will provide zero percent (0%) interest mortgages to each family, which will be amortized over a 20/25-year period.

E. CHDO will enroll participating families in "Homeownership Success Classes" with curriculum targeting extremely low-income colonia residents.

F. CHDO will leverage over three hundred and twenty-three thousand dollars ($323,000) in public and private funds, of which $137,500 are listed as sweat equity from members of the families to be assisted.

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines, UCP CHDO Policies and Application Package.

CHDO represents and warrants that it is a "Community Housing Development Corporation" as defined in 24 CFR 92.4 and agrees that it shall comply with all applicable government requirements including without limitation those contained 24 CFR Part 92.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to

CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.

3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement or this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $1,000,700.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation have been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CHDO proceeds, the CHDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CHDO shall provide reports of CHDO proceeds as requested by UCP and at the termination of this agreement.

C. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CHDO shall include the substance of this Section 8 in all subcontracts.

E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to

this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving

CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are

located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be requested by CHDO in writing and approved by the UCP Director. The amendment hereto shall be in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the

period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and

fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CHDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CHDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. When applicable, upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CHDO may have to the use of the Housing UNITS. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement

2. Exhibit B, Budget and Project Implementation Schedule

3. Exhibit C, Applicable Laws and Regulations

4. Exhibit D, Certifications

5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. 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 CHDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CHDO 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 CHDO of the price changes.
- The CHDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CHDO 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**: CHDO shall notify the County at the time when the CHDO'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 CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CHDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO 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 CHDO at any time upon written notice from the County to the CHDO 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 CHDO 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.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 28th day of September, 2009.

ATTEST:
Hidalgo County, Urban County Program

_____
UCP Director

Proyecto Azteca

Ann Williams Case
CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 28, 2009 by Ann Williams Cass as Director of Proyecto Azteca, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 28, 2009 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

PERFORMANCE STATEMENT

A. CHDO shall construct twenty-five (25) 2, 3 and 4 bedroom wood frame self-help pre-manufactured units of affordable housing to low-income qualified first time homebuyers. Homes will range between 784 and 1,033 square feet.

Type of Home	Total Living Area (Sq. ft.)
2 bedroom / 1 bath	784
3 bedroom / 1 bath	864
4 bedroom / 2 bath	1,033

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will target twenty-five (25) families at or below 60% of the median income.

D. CHDO will provide zero percent (0%) interest mortgages to each family, which will be amortized over a 20/25-year period.

G. CHDO will enroll participating families in "Homeownership Success Classes" with curriculum targeting extremely low-income colonia residents.

D. CHDO will leverage over three hundred and twenty-three thousand dollars ($323,000) in public and private funds, of which $137,500 are listed as sweat equity from members of the families to be assisted.

CHDO must comply with the HOME Program rules that state households will not exceed 80% of the area median income.

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

Detailed Project Budget		
	Cost	**Funding Source**
TOTAL PREDEVELOPMENT		
ACQUISTION		
Site and/or Land	$5,000 x 25 lots= 125,000 125,000 SHOP 2008	SHOP '08 Funds
Other (specify)		
TOTAL ACQUISTION	125,000	
CONSTRUCTION		
Cost for building materials	12,435	'08 CHDO Funds
Wall Framing	2,011	'08 CHDO Funds
Ceiling/Roof	600	'08 CHDO Funds
Exterior Finish	750	'08 CHDO Funds
Exterior Doors	600	'08 CHDO Funds
Windows	1,000	'08 CHDO Funds
Electrical	1,550	'08 CHDO Funds
Central	2,239	'08 CHDO Funds
Plumbing / Connections	2,400	'08 CHDO Funds
Interior Wall	565	'08 CHDO Funds
Paint / Acoustic	598	'08 CHDO Funds
Cabinets	915	'08 CHDO Funds
Tile – Countertop	200	'08 CHDO Funds
Floor	460	'08 CHDO Funds
Interior Finish	600	'08 CHDO Funds
Closet Doors	250	'08 CHDO Funds
Kitchen Range w/ Hood	350	'08 CHDO Funds
Light Fixtures	350	'08 CHDO Funds
Septic Tank / Installation	1,455	'08 CHDO Funds
Trainer/Builder's Fees	8,000	'08 CHDO Funds
TOTAL CONSTRUCTION	37,328 x 25 homes = 933,200	
SOFT & CARRYING COST		
Closing costs	1,700 x 25 homes = 42,500	'08 CHDO Funds
Permits / Inspections	1,000 x 25 homes = 25,000	'08 CHDO Funds
Architectural (Inspection)		
Construction Period Insurance		
Construction Period Taxes		
Marketing		
Other (specify) Administrative Cost including Fringe Benefits	60,956	USDA Funds
Sweat Equity Hours 550 hrs X 15 Families X 9.00 hr	5,500 x 25 homes = 137,500	Family contribution as a requirement for program.
Total Soft/Carrying Cost	265,956	
TOTAL PROJECT BUDGET	**$ 1,324,156**	**$ 1,000,700 '09 CHDO Funds**

		137,500 Sweat Equity Hours **60,956 USDA**

UCP FY 2008 FUNDS		
	Total Project Cost	Total Cost Per Unit (25 units)
Acquisition		
Construction	$933,200	$37,328
Soft Costs	$67,500	$2,700

*Any homes that will require to be Three or Four bedrooms, Proyecto Azteca will leverage the difference in price.

CONSTRUCTION SCHEDULE

ACTIVITY	DATE(S)
Securing pre-qualified prospective buyers/tenants	September - November 2009
Acquisition	December 20098
Environmental Review	January 30, 2010
Homeownership Counseling	January 30, 2010
Construction Specifications and Cost Est.	N/A
Construction Bids	Our bidding process is every 6 months, January and July of each year
Construction Start	October 2009
Securing and packaging project financing	25 homes done by September 30, 2011
Anticipated Draws	Aug. '09 – Sept. '11
End Construction	September 2011
Sign Sales Contract(s)	January 30, 2012
Close on Home Sale(s) ***(Single Family Const. Projects)***	January 30, 2012
Signing of Lease Agreements ***(Multi-family Projects)***	

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its

contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

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

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Proyecto Azteca

Signed: Ann Williams Cass

Director

9/28/09

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Hidalgo County Urban County Program
Community Housing Development Organization (CHDO)Certification

Affidavit of Standards for Financial Management Systems

Date: September 28, 2009

Affiant: Ann Cass

Recipient: Proyecto Azteca,

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann Williams Cass

Title: EXECUTIVE DIRECTOR

Subscribed and sworn before me on the 28 day of September, 20 09

by Ann W. Cass, on behalf of _____.

Notary Signature

My commission expires: June 22, 2013

Seal:

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

ADDENDUM TO CONTRACT

PROYECTO AZTECA
FY 2009

AMENDMENT TO CONTRACT

County and CHDO, hereby attach an addendum to the CHDO FY 09 Contract the following:

This will allow for an amendment to 2009 Contract between the Urban County Program and Proyecto Azteca. This amendment will allow for the inclusion of lot acquisition in addition to construction and soft costs related to each activity. An amended budget breakdown is attached.

County does hereby commit to allow for additional activity.

County:
HIDALGO COUNTY
Diana R Serna
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

4-28-2010
Date

CHDO:
PROYECTO AZTECA
Carol Ann Cass
Name

DIRECTOR
Title

4/28/10
Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this 24 day of April, 2010.

Notary - Signature

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

ANN WILLIAMS CASS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this 28 day of April, 2010.

Perla E Lopez.
Notary - Signature

PERLA E. LOPEZ
Notary Public, State of Texas
My Commission Expires
JUNE 29, 2011

AI-23487 **16.E.**

Engineering services - Water/Sewer Improvements (Weslaco)

CC REGULAR

Date:	10/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) professional engineering service firms from the County's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Weslaco Water/Sewer Improvements.

Firm	Grade	Rank
L&G Engineering Laboratory, LLC	93.67%	
Quintanilla, Headley & Associates	93.34%	
Sigler, Winston Greenwood & Associates, Inc.	92.00%	

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Hidalgo County - City of Weslaco Water/Sewer Improvements project.

BACKGROUND

The three professional engineering service firms rated from the County's "pool" are L&G Engineering Laboratory, LLC., Quintanilla, Headley & Associates, Inc. and Sigler Winston Greenwood & Associates, Inc. for the Water/Sewer improvements in Hidalgo County - City of Weslaco. Attached see grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/14/2010 09:21 AM	APRV
2	Perla Lopez	Perla Lopez	10/14/2010 09:33 AM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 01:09 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 01:45 PM	APRV

Form Started By: Estella Webber Started On: 10/14/2010 08:12 AM

Final Approval Date: 10/15/2010

Hidalgo County –Urban County Program
City of Weslaco
Professional Engineering Services
Water/Sewer Improvements
Grading Grid

CRITERIA	L & G Engineering			Quintanilla, Headley & Associates			Sigler, Winston Greenwood & Assoc.		
	Grader City	Grader UCP	Grader P. Dept.	Grader City	Grader UCP	Grader P. Dept.	Grader City	Grader UCP	Grader P. Dept.
Selection Criteria	17	20	20	19	20	18	19	20	18
Experience of Project Team	22	24	25	22	22	22	21	25	15
Experience/Availability of Project Manager	17	18	20	18	16	20	17	18	20
Understanding Projects	21	25	22	23	25	25	23	25	25
Familiarity w/Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	87	97	97	92	93	95	90	98	88
AVERAGES		93.67%			93.34%			92%	
RANKING									

AI-23460 **17.A.**

BCAP 2nd Call Budget Overrun

CC REGULAR

Date:	10/19/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Sub-category:** CAP

Information

CAPTION

Requesting authority and approval to submit a waiver request to TxDOT regarding project over payments for 2nd Call Border Colonia Access Program (BCAP). The wavier request will be submitted from the Judge's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Please refer to attached overrun analysis prepared by Auditor's Office for BCAP projects round II.

Attachments

Link: Budget Overrun Letter 2nd Call BCAP Projects

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 03:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/14/2010 11:29 AM	APRV
3	Auditor's Office	Linda Fong	10/15/2010 02:43 PM	APRV
4	Purchasing Department	Marty Salazar	10/15/2010 02:57 PM	APRV

Form Started By: Marcie Jackson Started On: 10/13/2010 11:04 AM

Final Approval Date: 10/15/2010

Mario Jorge, P.E., District Engineer
Texas Department of Transportation
Attention: Sharon Slagle, Border Colonias Project Manager
600 West Expressway 83
Pharr, TX 78577

Dear Mr. Jorge:

In 2004, TxDOT awarded funding for 84 projects in Hidalgo County for the 2nd call of the Border Colonia Access Program. Awarded funding was based on project estimates provided by the County and developed in 2004. In 2004 construction costs began to rise rapidly, and by 2007 the Texas Legislature amended the Texas Administrative Code to raise the limit on the eligible roadway cost/mile for BCAP projects from $200,000 to $500,000. TxDOT however, restricted this increase in roadway cost/mile to 3rd-call projects.

In order to construct awarded 2nd-call projects within BCAP cost constraints and in the most cost effective manner, particularly in an environment of rising construction costs, Hidalgo County used force account labor for its 2nd-call projects wherever possible. This approach, along with the large number of projects awarded to Hidalgo County, reduced project costs but extended the County's schedule for completing projects.

Counties with fewer awarded 2nd-call projects were able to avoid or minimize over runs by completing their projects quickly, before the 3rd call was issued. However, by 2007 when the cost/mile limit was increased, Hidalgo County had completed construction of only about half of its awarded 2nd-call projects.

Due to these unique circumstances -- large number of awarded projects and the need to use force account labor to control costs -- Hidalgo County has over run the roadway cost/mile (but not the overall population allocation) on 16 of its 2nd-call projects. The 16 projects experienced delays due to force account scheduling, utility conflicts that needed to be resolved, construction contracts that had to be rescinded and rebid due to bonding issues, and seasonal flooding that revealed additional roadway design requirements. All 16 were completed between September 2008 and December 2009.

The County requests that TxDOT adjust the authorized roadway amounts for these 16 projects as indicated in the attachment, increasing the amount for the 16 projects denoted in blue and decreasing the amount for the 8 Projects denoted in red.

Note that the County is not asking for additional total funding; the total awarded funding remains the same. Needed money is available from allocation drainage under runs, from under runs on other 2nd-call population-allocation projects, or from canceled population-allocation projects.

Sincerely,

Rene A Ramirez, County Judge
Hidalgo County

Border Colonia Access Program - 2nd Call

		A			C			D (A-B+C)		
		Original Budget Per TxDOT			Total Transfers			Adjusted & Proposed Allocation		
Project	CSJ#	Roadway	Drainage	Total	Roadway	Drainage	Total	Roadway	Drainage	Total
Precinct#1										
ALLOCATION										
BAR #3	066	226,525.00	-	226,525.00	(20,759.42)	16,318.00	(4,441.42)	205,765.58	16,318.00	222,083.58
CANA DE AZUCAR	132	53,438.00	25,740.00	79,178.00	(3,105.48)	-	(3,105.48)	50,332.52	25,740.00	76,072.52
CAPISALLO PARK	137	267,495.00	130,076.00	397,571.00	(28,618.15)	(2,746.45)	(31,364.60)	238,876.85	127,329.55	366,206.40
EL MEZQUITE	244	60,621.00	37,620.00	98,241.00	3,191.81	-	3,191.81	63,812.81	37,620.00	101,432.81
LA BLANCA HEIGHTS	368	95,242.00	20,400.00	115,642.00	(18,131.48)	-	(18,131.48)	77,110.52	20,400.00	97,510.52
LA PALMA S/D	391	98,075.00	68,340.00	166,415.00	(7,482.72)	(24,518.75)	(32,001.47)	90,592.28	43,821.25	134,413.53
LA PALOMA #1	392	162,598.00	33,000.00	195,598.00	(13,932.37)	11,663.00	(2,269.37)	148,665.63	44,663.00	193,328.63
MID VALLEY ESTATES	461	71,050.00	26,400.00	97,450.00	(34,097.85)	(59,756.34)	(93,854.19)	36,952.15	(33,356.34)	3,595.81
NORTH CAPISALLO	495	53,631.00	11,496.00	65,127.00	1,191.81	-	1,191.81	54,822.81	11,496.00	66,318.81
PUESTA DEL SOL	571	192,760.00	62,640.00	255,400.00	1,191.81	-	1,191.81	193,951.81	62,640.00	256,591.81
RC BABB #1	575	33,880.00	-	33,880.00	(6,475.25)	-	(6,475.25)	27,404.75	-	27,404.75
RC BABB #2	576	66,688.00	-	66,688.00	(14,006.50)	-	(14,006.50)	52,681.50	-	52,681.50
RC BABB #3	577	21,676.00	-	21,676.00	5,413.58	-	5,413.58	27,089.58	-	27,089.58
ROSEDALE HEIGHTS	631	99,328.00	32,640.00	131,968.00	117.82	(14,313.60)	(14,195.78)	99,445.82	18,326.40	117,772.22
WEST MER	804	56,742.00	7,920.00	64,662.00	(56,161.94)	(6,517.93)	(62,679.87)	580.06	1,402.07	1,982.13
				-			-	-	-	-
COMPETITIVE								-	-	-
AGUA DULCE	019	29,742.00	14,520.00	44,262.00	9,896.35	(5,454.93)	4,441.42	39,638.35	9,065.07	48,703.42
BARBOSA LOPEZ #1	071	87,921.00	49,800.00	137,721.00	16,796.43	(14,604.62)	2,191.81	104,717.43	35,195.38	139,912.81
BERMAL HEIGHTS #1	103	24,371.00	13,860.00	38,231.00	2,191.81	-	2,191.81	26,562.81	13,860.00	40,422.81
BERNAL	105	65,750.00	5,280.00	71,030.00	14,756.97	(1,000.00)	13,756.97	80,506.97	4,280.00	84,786.97
CHAPA III	150	16,582.00	5,760.00	22,342.00	3,000.00	2,314.00	5,314.00	19,582.00	8,074.00	27,656.00
DIMAS #3	230	63,953.00	7,920.00	71,873.00	8,574.13	-	8,574.13	72,527.13	7,920.00	80,447.13
EL MONTE	245	89,618.00	19,800.00	109,418.00	12,077.20	3,239.50	15,316.70	101,695.20	23,039.50	124,734.70
HIGH LAND	318	88,958.00	16,500.00	105,458.00	31,867.06	3,120.00	34,987.06	120,825.06	19,620.00	140,445.06
OLD REBEL HEIGHTS	509	135,721.00	18,300.00	154,021.00	-	-	-	135,721.00	18,300.00	154,021.00
OLD REBEL HEIGHTS II	510	129,123.00	21,300.00	150,423.00	32,000.00	-	32,000.00	161,123.00	21,300.00	182,423.00
DIMAS #1	865	53,179.00	16,080.00	69,259.00	6,044.26	1,274.21	7,318.47	59,223.26	17,354.21	76,577.47
MEL GRAY	897	350,998.00	42,540.00	393,538.00	(5,297.09)	5,297.09	-	345,700.91	47,837.09	393,538.00
				-				-	-	-
				-				-	-	-
Precinct#2				-				-	-	-
ALLOCATION								-	-	-
ELDORA GARDENS	252	59,800.00	7,940.00	67,740.00	(12,101.09)	74,264.47	62,163.38	47,698.91	82,204.47	129,903.38
SANTANA SUBDIVISION	253			-	65,669.17	54,932.21	120,601.38	65,669.17	54,932.21	120,601.38
LJ #1	365	157,950.00	94,774.00	252,724.00	42,220.57	-	42,220.57	200,170.57	94,774.00	294,944.57
LAS HACIENDAS	412	133,513.00	36,470.00	169,983.00	3,604.71	-	3,604.71	137,117.71	36,470.00	173,587.71
PRIMAVERA I	568	104,419.00	61,720.00	166,139.00	26,013.36	(5,231.51)	20,781.85	130,432.36	56,488.49	186,920.85
RANCHO ESCONDIDO	596	167,252.00	74,220.00	241,472.00	(148,010.82)	(62,879.31)	(210,890.13)	19,241.18	11,340.69	30,581.87
ROADRUNNER #2	620	211,528.00	130,440.00	341,968.00	(109,956.32)	(29,967.19)	(139,923.51)	101,571.68	100,472.81	202,044.49
SOUTH FORK ESTATES	683	164,450.00	128,800.00	293,250.00	(362.39)	-	(362.39)	164,087.61	128,800.00	292,887.61
SOUTH SIDE VILLAGE	693	45,185.00	-	45,185.00	1,998.85	-	1,998.85	47,183.85	-	47,183.85
TINY ACRES	740	63,125.00	20,080.00	83,205.00	5,328.02	(1,371.03)	3,956.99	68,453.02	18,708.97	87,161.99
				-			-	-	-	-
COMPETITIVE				-			-	-	-	-
COUNTRY LIVING ESTATES	199	139,100.00	50,920.00	190,020.00	43,949.90	26,609.95	70,559.85	183,049.90	77,529.95	260,579.85
				-			-	-	-	-
				-			-	-	-	-
EL CHARRO #2	240	225,875.00	216,880.00	442,755.00	4,642.82	43,784.95	48,427.77	230,517.82	260,664.95	491,182.77
LAS BRISAS	406	444,735.00	135,093.00	579,828.00	-	-	-	444,735.00	135,093.00	579,828.00
MORNING SUN	484	70,200.00	35,340.00	105,540.00	3,743.50	-	3,743.50	73,943.50	35,340.00	109,283.50
NORTH ALAMO VILLAGE	494	146,341.00	69,500.00	215,841.00	(35,032.15)	122,855.73	87,823.58	111,308.85	192,355.73	303,664.58
NORTHSIDE VILLAGE #2	503	68,444.00	36,740.00	105,184.00	25,847.87	9,257.90	35,105.77	94,291.87	45,997.90	140,289.77
PENTECOSTAL	557	72,475.00	21,600.00	94,075.00	779.05	-	779.05	73,254.05	21,600.00	94,854.05
RSW UNIT # 1	580	176,834.00	-	176,834.00	892.71	-	892.71	177,726.71	-	177,726.71
RED BARN	605	39,351.00	13,800.00	53,151.00	(4,498.43)	5,388.92	890.49	34,852.57	19,188.92	54,041.49
VAL BAR ESTATES	767	47,620.00	26,160.00	73,780.00	5,159.82	(1,000.00)	4,159.82	52,779.82	25,160.00	77,939.82
				-			-	-	-	-
				-			-	-	-	-
Precinct #3				-			-	-	-	-
ALLOCATION								-	-	-
ACOSTA S/D	015	86,088.00	28,950.00	115,038.00	(78,382.57)	-	(78,382.57)	7,705.43	28,950.00	36,655.43
AMBER LAND S/D	042	65,145.00	17,110.00	82,255.00	20,539.66	2,400.22	22,939.88	85,684.66	19,510.22	105,194.88
BARNEY GROVES S/D	072	36,336.00	17,710.00	54,046.00	6,698.37	(809.55)	5,888.82	43,034.37	16,900.45	59,934.82
CASA DE LOS VECINOS	141	-	475,546.00	475,546.00	-	(74,437.50)	(74,437.50)	-	401,108.50	401,108.50
EL PARAISO S/D	247	-	300,455.00	300,455.00	(0.48)	(64,775.03)	(64,775.51)	(0.48)	235,679.97	235,679.49
EL SOL S/D #1	250	202,876.00	100,950.00	303,826.00	47,426.94	22,659.43	70,086.37	250,302.94	123,609.43	373,912.37
EL SOL S/D #2	251	235,968.00	145,200.00	381,168.00	38,922.96	(3,273.83)	35,649.13	274,890.96	141,926.17	416,817.13
HAVANA S/D	312	71,217.00	46,500.00	117,717.00	(19,570.87)	-	(19,570.87)	51,646.13	46,500.00	98,146.13
JESSAN S/D	350	26,000.00	11,350.00	37,350.00	10,000.26	867.99	10,868.25	36,000.26	12,217.99	48,218.25
WALTON S/D	837	59,823.00	11,350.00	71,173.00	24,358.89	-	24,358.89	84,181.89	11,350.00	95,531.89
RESUB PLAT JIMENEZ S/D	911	48,750.00	26,950.00	75,700.00	8,461.88	(351.83)	8,110.05	57,211.88	26,598.17	83,810.05
				-				-	-	-

8/24/2010
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Border Colonia Access Program - 2nd Call

		Original Budget Per TxDOT			Total Transfers			Adjusted & Proposed Allocation		
Project	CSJ#	Roadway	Drainage	Total	Roadway	Drainage	Total	Roadway	Drainage	Total
COMPETITIVE								-	-	-
ACEVEDO S/D	014	178,794.00	94,700.00	273,494.00	-	-	-	178,794.00	94,700.00	273,494.00
CHULA VISTA ACRES	152	87,750.00	51,685.00	139,435.00	3,644.00	(3,644.00)	-	91,394.00	48,041.00	139,435.00
EZEQUIEL ACEVEDO JR S/	267	74,278.00	41,530.00	115,808.00	27,703.68	(3,327.34)	24,376.34	101,981.68	38,202.66	140,184.34
HILDA S/D	322	153,403.00	96,425.00	249,828.00	(3,787.39)	3,787.39	-	149,615.61	100,212.39	249,828.00
HILDA S/D #3	325	39,000.00	26,710.00	65,710.00	-	-	-	39,000.00	26,710.00	65,710.00
LA HOMA RD S/D	385	81,250.00	56,950.00	138,200.00	-	-	-	81,250.00	56,950.00	138,200.00
LA HOMA RD N S/D	384	270,515.00	151,475.00	421,990.00	3,495.66	(2,591.28)	904.38	274,010.66	148,883.72	422,894.38
LOS EBANOS S/D	427	48,750.00	34,450.00	83,200.00	-	-	-	48,750.00	34,450.00	83,200.00
MUNOZ ESTATES	488	121,452.00	62,750.00	184,202.00	-	-	-	121,452.00	62,750.00	184,202.00
NORTH CROSS ESTATES	498	78,000.00	55,000.00	133,000.00	18,080.13	(5,978.30)	12,101.83	96,080.13	49,021.70	145,101.83
VILLA CAPRI S/D	784	65,000.00	30,140.00	95,140.00	20,084.75	1,797.76	21,882.51	85,084.75	31,937.76	117,022.51
				-			-	-	-	-
				-			-	-	-	-
Precinct #4				-			-	-	-	-
ALLOCATION								-	-	-
BAR VI	070	134,068.00	48,874.00	182,942.00	-	-	-	134,068.00	48,874.00	182,942.00
CALMA ESTATES	128	33,916.00	7,016.00	40,932.00	(31,084.23)	(5,845.09)	(36,929.32)	2,831.77	1,170.91	4,002.68
CALMA ESTATES #2	129	50,333.00	7,890.00	58,223.00	(33,063.85)	(6,847.02)	(39,910.87)	17,269.15	1,042.98	18,312.13
CALMA ESTATES #3	130	32,577.00	4,657.00	37,234.00	(0.33)	-	(0.33)	32,576.67	4,657.00	37,233.67
CITRUS CITY LAKE	155	62,508.00	14,437.00	76,945.00	(57,452.27)	(12,280.42)	(69,732.69)	5,055.73	2,156.58	7,212.31
COLONIA BIG 5	167	654,666.00	36,583.00	691,249.00	65,027.94	49,452.87	114,480.81	719,693.94	86,035.87	805,729.81
				-			-	-	-	-
				-			-	-	-	-
				-			-	-	-	-
MORNING SIDE ESTATES	482	29,250.00	13,301.00	42,551.00	8,471.19	2,753.72	11,224.91	37,721.19	16,054.72	53,775.91
PALMA S/D #1	541	87,335.00	31,955.00	119,290.00	-	-	-	87,335.00	31,955.00	119,290.00
PALMA S/D #2	543	85,959.00	27,965.00	113,924.00	(23,968.78)		(23,968.78)	61,990.22	27,965.00	89,955.22
RENA RAE S/D	612	120,250.00	31,853.00	152,103.00	42,941.07	35,552.78	78,493.85	163,191.07	67,405.78	230,596.85
VILLA DEL MUNDO	785	214,500.00	121,532.00	336,032.00	(5,301.92)	5,301.92	-	209,198.08	126,833.92	336,032.00
WARE COUNTY	793	39,905.00	9,975.00	49,880.00	(36,367.95)	(8,379.84)	(44,747.79)	3,537.05	1,595.16	5,132.21
				-			-	-	-	-
COMPETITIVE								-	-	-
L & R GARZA	363	40,670.00	12,820.00	53,490.00	20.00	(20.00)	-	40,690.00	12,800.00	53,490.00
RAMBO ESTATES	585	47,302.00	10,139.00	57,441.00	400.00	(400.00)	-	47,702.00	9,739.00	57,441.00
Total		**8,897,496.00**	**4,111,292.00**	**13,008,788.00**	**(82,571.32)**	**82,571.32**	**(0.00)**	**8,814,924.68**	**4,193,863.32**	**13,008,788.00**
										-

8/24/2010
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Hidalgo County Auditor's Office
Border Colonia Access Program RII Overruns

Project Name	Overrun
Pct. 1	
Agua Dulce	4,647.49
Bernal	6,155.31
Highland	14,473.02
Dimas I	501.49
	25,777.31
Pct. 2	
LJ #1	9,316.07
Northside Village	11,213.43
	20,529.50
Pct. 3	
Amberland	9,253.85
Barney Groves	3,472.51
El Sol I	20,086.37
El Sol II	19,810.13
Villa Capri	7,761.38
Jessan	2,033.56
Walton	11,254.83
Northcross Estates	7,799.93
	81,472.56
Pct. 4	
Rena Rae	12,873.45
	12,873.45
Total BCAP RII Overruns	**$140,652.82**

Prepared By: K. Garcia
10/8/2010

AI-23351 **18.A.**

REQUEST TO NAME ROADS

CC REGULAR

Date:	10/19/2010
Submitted By:	Janie Alejos, COMM. PCT. #4
Submitted For:	Janie Alejos
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

1. Request authorization to add "Post Directional" notations to existing road name - for 911 purposes:
From: Laguna Seca Rd
To: Laguna Seca Rd S, Laguna Seca Rd N, & Laguna Seca Rd W

2. Request authorization to name county road located West of Rooth Rd, North of mile 9 Rd as follows:
Valcosa Sr

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: laguna seca 911recommendation

Link: laguna seca-3 maps ref. proposed changes

Link: revised 10-18-10

Link: valcosa map

Link: valcosa sr petition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 08:51 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/07/2010 03:27 PM	APRV
3	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Janie Alejos — Started On: 10/06/2010 10:38 AM

Final Approval Date: 10/15/2010

Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen ..... President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County ..... 2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Secretary
Commissioner Edward Camarillo, Brownsville ..... Treasurer
Commissioner John Ingram, McAllen ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norie Gonzalez Garza
Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

October 05, 2010

Hidalgo County Precinct 4
Juanita Alejos
102 N Doolittle Rd
Edinburg, TX 78539

The LRGVDC 9-1-1 Department is requesting that Laguna Seca RD be named as follows due to conflicting 9-1-1 ranges:

LAGUNA SECA RD S
LAGUNA SECA RD N
LAGUNA SECA RD W

A map has been attached for further clarification. As mentioned, this will avoid 9-1-1 addressing conflicts now and in the future. This change is also being requested for 9-1-1 purposes.

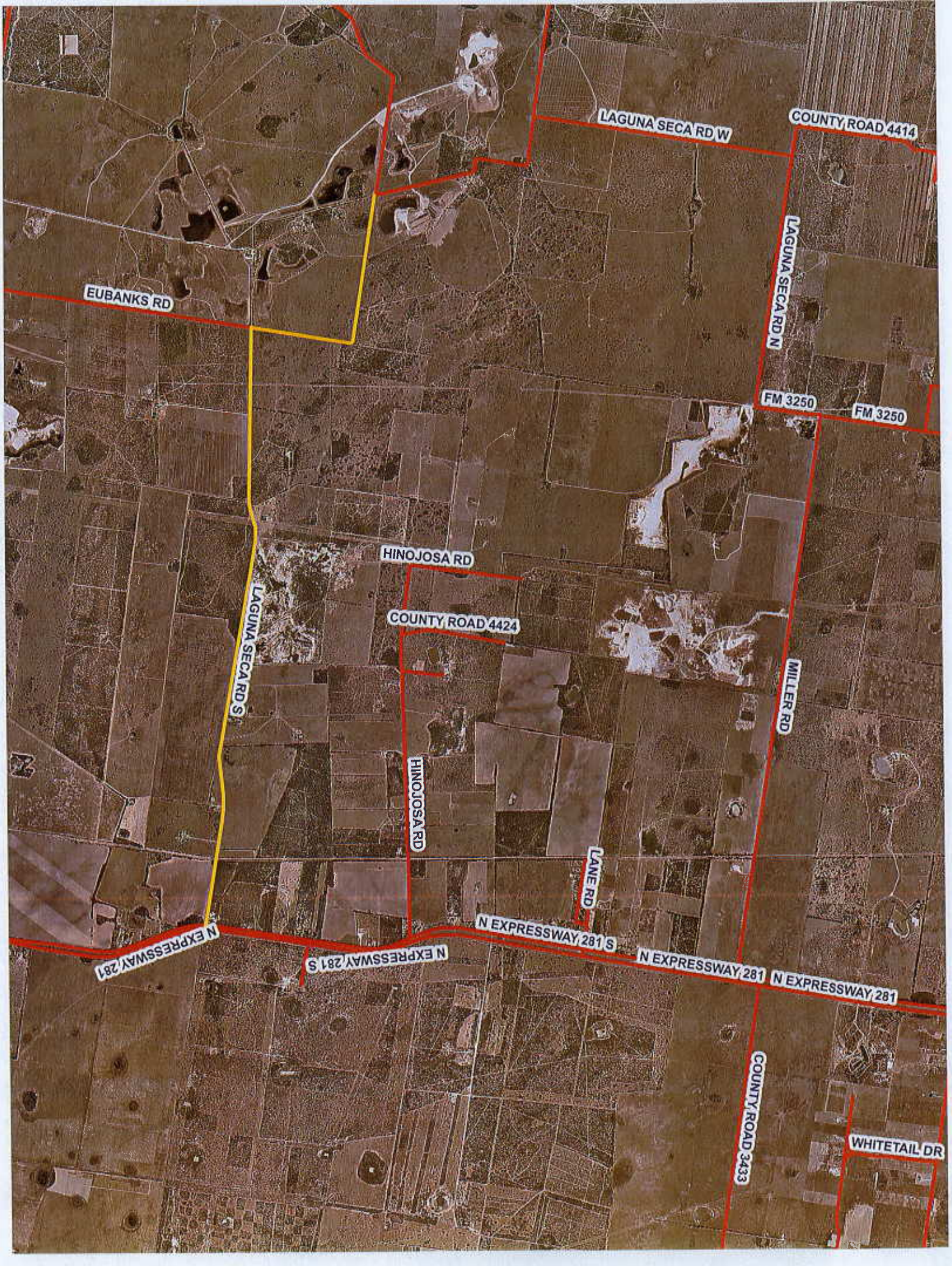
Thank you, and if you should have any questions, please do not hesitate to call me or Mr. Raul Madero.

Sincerely,

Sergio Castro, Assisting Director
LRGVDC 9-1-1 Dept.

MAIN OFFICE * 311 N.15th ST.* McAllen, TX * 78501-4705 * TEL: (956) 682-3481* FAX: (956) 631-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE. www.lrgvdc.org

PRINTED ON RECYCLED PAPER


LAGUNA SECA RD W
COUNTY ROAD 4414
EUBANKS RD
LAGUNA SECA RD N
FM 3250
FM 3250
HINOJOSA RD
COUNTY ROAD 4424
LAGUNA SECA RD S
MILLER RD
HINOJOSA RD
LANE RD
N EXPRESSWAY 281 S
N EXPRESSWAY 281
N EXPRESSWAY 281 S
N EXPRESSWAY 281
N EXPRESSWAY 281
COUNTY ROAD 3433
WHITETAIL DR


LAGUNA SECA RD W
COUNTY ROAD 4414
EUBANKS RD
LAGUNA SECA RD N
FM 3250
FM 3250
HINOJOSA RD
COUNTY ROAD 4424
LAGUNA SECA RD S
MILLER RD
HINOJOSA RD
LANE RD
N EXPRESSWAY 281
N EXPRESSWAY 281 S
N EXPRESSWAY 281 S
N EXPRESSWAY 281
COUNTY ROAD 3433
WHITETAIL DR


LAGUNA SECA RD W
COUNTY ROAD 4414
LAGUNA SECA RD N
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FM 3250
FM 3250
HINOJOSA RD
COUNTY ROAD 4424
LAGUNA SECA RD S
MILLER RD
HINOJOSA RD
LANE RD
N EXPRESSWAY 281 S
N EXPRESSWAY 281
N EXPRESSWAY 281 S
N EXPRESSWAY 281
COUNTY ROAD 3433
WHITETAIL DR

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Mayor, Pharr

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Mayor, Raymondville

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Willacy Navigation District

Don Medina
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Arturo Ramirez
Grassroots Organizations

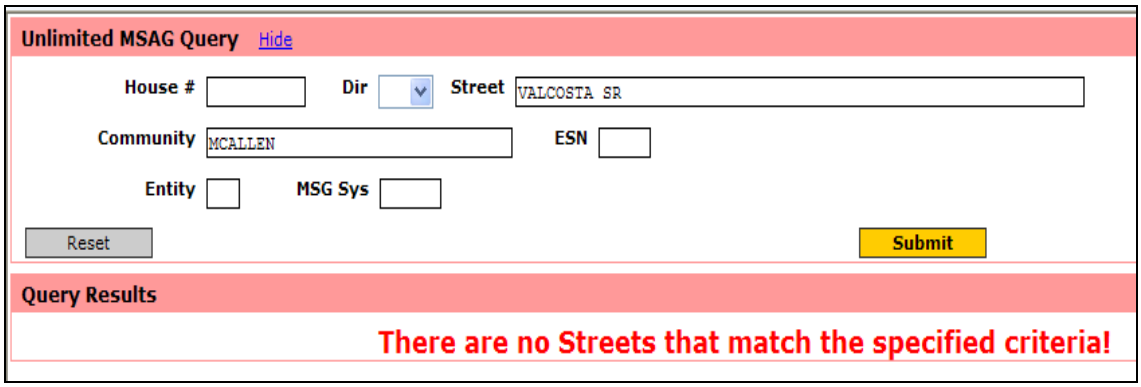
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

October 05, 2010

Hidalgo County Precinct 4
Juanita Alejos
102 N Doolittle Rd
Edinburg, TX 78539

The LRGVDC 9-1-1 Department acknowledges the County's notification on naming the road that is located on the West side of Rooth Rd and North of Mile 9 Rd within Hidalgo County Pct. #4 to **VALCOSTA SR.**

We have done a query on the state 9-1-1 database and found no match for the recommend name in the system what so ever. So, we recommend this name to be utilized for naming the road specified.



ACKNOWLEDGED ON: October 05, 2010
RESEARCHED BY: Maggie Garza
TITLE: 9-1-1 Database Planner


14900
W ROGERS RD
Valcosa St
N ROOTH RD
14100
MILE 9 RD
CADEMY AVE
ZER AVE
N 31ST ST
LINVA AVE
N 29TH LN
LA PUERTA AVE

TO WHOM IT MAY CONCERN

224757 224753

PROPERTY OWNERS OF M0100 00 000 000016 AND M0100 00 000 000012 WHICH WE ARE CURRENTLY LIVING AT WOULD LIKE TO PETITION YOUR MEETING TO NAME OUR STREET FOR 911 PURPOSES THE NAME WE WOULD LIKE OUR STREET TO BE NAMED IS VALCOSTA 1st CHOICE OR LIBRADA ST SECOND CHOICE OR MARLEE ST THIRD CHOICE . ANY QUESTIONS FEEL FREE TO CALL ME AT MY CELL 956-648-6020 ASK FOR MARIA VALDEZ. THANK YOU FOR ASSISTING US IN THIS MATTER.

called 9/29/10

Maria Valdez

MARIA VALDEZ

GUADALUPE GARZA

Attn.

Mr. Carranza

From

Maria Valdez

AI-23503 **18.B.**

Delete Tech III position and create Tech III position in Pct. No. 4

CC REGULAR

Date:	10/19/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 4/ IT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

1. IT Dept. (1100):
a. Approval to delete one full time Technician III position, slot no. 029, Grade 8.
b. Approval of revised salary schedule.

2. Pct. No. 4- R&B (1200):
a. Approval to create one full time Technician III position, slot no. 060, budgeted salary $36,271.00 per year.
b. Approval of interfund transfer
c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

see attached interfund transfer. rc
0-1100-415-00-200-001-0-XXX to 0-1200-431-00-124-007-0-XXX

Attachments

Link: backup

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/15/2010 03:56 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 04:03 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/15/2010 04:44 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Rosie Cantu Started On: 10/14/2010 02:53 PM

Final Approval Date: 10/15/2010

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, October 15, 2010

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 23503

C.C. Date: 10/19/10

Dept: IT- Dept & Commissioner Pct No. 4

COPY

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-23503 **43.B.**

Delete Tech III position and create Tech III position in Pct. No. 4
CC REGULAR

Date: 10/19/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Pct. No. 4/ IT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

IT Dept. (1100):
1. Approval to delete one full time Technician III position, slot no. 029, Grade 8.
2. Approval of revised salary schedule.

Pct. No. 4- R&B (1200):
1. Approval to create one full time Technician III position, slot no. 060, budgeted salary $36,271.00 per year.
2. Approval of interfund transfer
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
see attached interfund transfer. rc
0-1100-415-00-200-001-0-XXX to 0-1200-431-00-124-007-0-XXX

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Cantu	10/14/2010 02:53 PM	CREATED
1	Rosalinda Cantu (Originator)			PEND
2	Budget & Management			
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Rosie Cantu Started On: 10/14/2010 02:53 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY (200-001) **DATE:** 10-15-10

CURRENT POSITION TITLE: TECHNICIAN III **CURRENT SLOT. #:** 0029

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ G8, S5 - $36,271.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ ($36,271.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other DELETION OF POSITION- NO FUNDS REQUIRED

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This position will be transfered in order for the employee to focus more directly on site specific issues such as: GPS, Fleet Management, Help Desk & others.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/15/10	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COMMISSIONER PCT NO. 4 (124-007) **DATE:** 10-15-10

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 080

REQUESTED POSITION TITLE: TECHNICIAN III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 36,271.00 (Proposed Budgeted Salary) $ $36,271.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other interfund transf. from 0-1100-415-00-200-001-0-XXX (IT dept) to 0-1200-431-00-124-007-0-XXX (Pct 4 R&B)

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

In need of position to focus more directly on site specific issues such as: GPS, Fleet Management, Help Desk & Others.
*As per Gloria Beltran.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	D. H. Baeza, Jr. DEPARTMENT HEAD	10/15/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/15/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

TECHNICIAN III

GRADE: 08

GENERAL DESCRIPTION

Provide mid-level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides mid-level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate Degree in Computer related field. Two (2) years of related experience. Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Pct. 4

1200-431-00-124-007 Slot 60

1100-415-00-200-001-0 Slot 29 Tech III @ $36,271.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-00-200-001-0

AI - 23503

INFORMATION TECHNOLOGY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	CHIEF INFORMATION OFFICER				92,412.00	92,412.00	600.00	0.00	0.00	0.00	0.00	93,012.00
0002	113	INFORMATION SYSTEM ADM	18	3	73,495.00	73,495.00	74,550.00	720.00	0.00	0.00	4,800.00	0.00	80,070.00
0003	113	TECHNICIAN VI	14	6	59,322.00	59,322.00	60,140.00	360.00	0.00	0.00	2,400.00	0.00	62,900.00
0005	113	APPLICATION DEVELOPER III	14	4	55,788.00	55,788.00	55,788.00	300.00	0.00	0.00	0.00	0.00	56,088.00
0006	113	APPLICATION DEVELOPER III	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0007	113	TECHNICIAN V	12	5	49,344.00	49,344.00	49,344.00	600.00	0.00	0.00	0.00	0.00	49,944.00
0008	113	TECHNICIAN V	12	3	46,314.00	46,314.00	46,314.00	0.00	0.00	0.00	0.00	0.00	46,314.00
0009	113	TECHNICIAN III	8	4	35,157.00	35,157.00	35,157.00	0.00	0.00	0.00	0.00	0.00	35,157.00
0010	113	TECHNICAL SPECIALIST I	10	5	42,305.00	42,305.00	42,305.00	0.00	0.00	0.00	0.00	0.00	42,305.00
0012	113	TECHNICIAN III	8	3	34,043.00	34,043.00	34,500.00	0.00	0.00	0.00	0.00	0.00	34,500.00
0013	113	ADMINISTRATIVE ASSISTANT II	6	9	34,916.00	34,916.00	34,916.00	1,140.00	0.00	0.00	0.00	0.00	36,056.00
0014	113	TECHNICAL SPECIALIST I	10	5	42,305.00	42,305.00	42,305.00	540.00	0.00	0.00	0.00	0.00	42,845.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	3	34,043.00	34,043.00	34,043.00	0.00	0.00	0.00	0.00	0.00	34,043.00
0017	113	TECHNICIAN II	6	4	30,141.00	30,141.00	30,588.00	0.00	0.00	0.00	0.00	0.00	30,588.00
0018	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	32,051.00	32,051.00	0.00	0.00	0.00	0.00	0.00	32,051.00
0019	113	TECHNICIAN I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0020	113	TECHNICIAN I	4	2	24,203.00	24,203.00	24,500.00	0.00	0.00	0.00	0.00	0.00	24,500.00
0021	113	TECHNICIAN I	4	2	24,203.00	24,203.00	24,500.00	0.00	0.00	0.00	3,600.00	0.00	28,100.00
0022	113	TECHNICAL SPECIALIST II	12	3	46,314.00	46,314.00	46,725.00	420.00	0.00	0.00	3,600.00	0.00	50,745.00
0023	113	TECHNICAL SPECIALIST I	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0024	113	TECHNICIAN III	8	1	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0025	113	GIS OPERATOR IV	14	1	50,487.00	50,487.00	50,614.00	300.00	0.00	0.00	0.00	0.00	50,914.00
0027	113	TECHNICIAN II	6	1	27,276.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
~~0029~~	~~0113~~	DELETE ~~TECHNICIAN III~~	~~0008~~	~~0005~~	~~36271~~	~~36271~~	~~0000~~	~~0000~~	~~0000~~	~~0000~~	~~0000~~	~~0000~~	~~0000~~
0030	113	TECHNICIAN II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	0.00	0.00	31,096.00
				TOTAL	921,718.00	1,014,130.00	986,224.00						974,508.00

Approval to delete one full time Technician III position, slot no. 029, Grade 8. Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 23503

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	64,042.00	20,958.00	85,000.00	0	0.00	0.00	85,000.00	85,000.00	1,680.00	0.00	0.00	0.00	0.00	86,680.00
0002	113	FIELD OPERATIONS DIRECTOR	48,916.00	0.00	0.00	0	0.00	0.00	48,916.00	48,916.00	612.94	0.00	4,000.00	0.00	0.00	53,528.94
0003	113	SP/PROJ COORD	47,592.00	0.00	0.00	0	0.00	0.00	47,592.00	47,592.00	1,081.70	0.00	3,874.00	0.00	0.00	52,547.70
0004	113	ACCOUNTS PAYABLE SPECIALIST III	42,428.00	0.00	0.00	0	0.00	0.00	42,428.00	42,428.00	1,393.00	0.00	2,500.00	0.00	0.00	46,321.00
0005	113	HEAVY EQ OP III	38,205.30	0.00	0.00	0	0.00	0.00	38,205.00	38,205.00	1,560.00	0.00	0.00	0.00	0.00	39,765.00
0006	113	CHIEF ADMIN	36,120.00	1,380.00	37,500.00	0	0.00	0.00	37,500.00	37,500.00	780.00	0.00	0.00	0.00	0.00	38,280.00
0007	113	HEAVY EQ OP III	42,588.00	0.00	0.00	0	0.00	0.00	42,588.00	42,588.00	540.00	0.00	0.00	0.00	0.00	43,128.00
0008	113	HEAVY EQ OP III	37,659.30	0.00	0.00	0	0.00	0.00	37,659.00	37,659.00	960.00	0.00	0.00	0.00	0.00	38,619.00
0009	113	MECHANIC III	34,433.00	0.00	0.00	0	0.00	0.00	34,433.00	34,433.00	600.00	0.00	0.00	0.00	0.00	35,033.00
0010	113	HEAVY EQ OP II	32,836.65	0.00	0.00	0	0.00	0.00	32,837.00	32,837.00	1,440.00	0.00	0.00	0.00	0.00	34,277.00
0012	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	660.00	0.00	0.00	0.00	0.00	30,275.00
0014	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	1,020.00	0.00	0.00	0.00	0.00	30,635.00
0015	113	CLERK/RECEPTIONIST	29,242.00	0.00	0.00	0	0.00	0.00	29,242.00	29,242.00	420.00	0.00	1,500.00	0.00	0.00	31,162.00
0016	113	TRCK DRIVER II	28,812.00	0.00	0.00	0	0.00	0.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	28,771.00	0.00	0.00	0	0.00	0.00	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRVER III	28,529.00	0.00	0.00	0	0.00	0.00	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	28,487.00	0.00	0.00	0	0.00	0.00	28,487.00	28,487.00	540.00	0.00	0.00	0.00	0.00	29,027.00
0020	113	HEAVY EQ OP II	28,398.00	0.00	0.00	0	0.00	0.00	28,398.00	28,398.00	540.00	0.00	0.00	0.00	0.00	28,938.00
0021	113	TRCK DRVER III	28,320.00	0.00	0.00	0	0.00	0.00	28,320.00	28,320.00	480.00	0.00	0.00	0.00	0.00	28,800.00
0022	113	HEAVY EQ OP II	28,140.00	0.00	0.00	0	0.00	0.00	28,140.00	28,140.00	960.00	0.00	0.00	0.00	0.00	29,100.00
0023	113	HEAVY EQ OP II	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	540.00	0.00	0.00	0.00	0.00	28,246.00
0024	113	HEAVY EQ OP II	30,294.00	0.00	0.00	0	0.00	0.00	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	900.00	0.00	0.00	0.00	0.00	28,606.00
0026	113	MECHANIC I	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0027	113	TIRE REPAIR	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	27,413.00	0.00	0.00	0	0.00	0.00	27,413.00	27,413.00	1,080.00	0.00	0.00	0.00	0.00	28,493.00
0029	113	HEAVY EQ OP II	26,090.00	0.00	0.00	0	0.00	0.00	26,090.00	26,090.00	420.00	0.00	0.00	0.00	0.00	26,510.00
0030	113	HEAVY EQ OP II	25,647.00	0.00	0.00	0	0.00	0.00	25,647.00	25,647.00	420.00	0.00	0.00	0.00	0.00	26,067.00
0031	113	MAINTENANCE II	25,556.00	0.00	0.00	0	0.00	0.00	25,556.00	25,556.00	540.00	0.00	0.00	0.00	0.00	26,096.00
0032	113	HEAVY EQ OP II	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	540.00	0.00	0.00	0.00	0.00	25,369.00
0034	113	HEAVY EQ OP I	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	23,808.00	0.00	0.00	0	0.00	0.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	26,308.00	0.00	0.00	0	0.00	0.00	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	MAINTENANCE II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 23503

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	
0040	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	MAINTENANCE I	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRF SA/SPC II	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	900.00	0.00	0.00	0.00	0.00	26,641.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTENANCE	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	113	CUSTODIAN	20,030.00	0.00	20,030.00	0	0.00	3,000.00	23,030.00	21,028.80	0.00	0.00	0.00	0.00	0.00	21,028.80
0051	113	HEAVY EQUIPMENT OPERATOR II	27,329.00	0.00	0.00	0	0.00	0.00	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
A053	112	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	780.00	0.00	0.00	0.00	0.00	42,780.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	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	22,345.00	0.00	0.00	0	0.00	4,931.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0058	113	MECHANIC II	0.00	31,070.00	31,070.00	0	0.00	0.00	31,070.00	31,070.00	0.00	0.00	0.00	0.00	0.00	31,070.00
0059	113	GENERAL OPERATIONS MANAGER	0.00	84,357.00	84,357.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0060	**113**	**CREATE ↙ TECHNICIAN III**	**0.00**	**36,271.00**	**36,271.00**	**0**	**0.00**	**36,271.00**	**36,271.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	1,532,443.25	174,036.00	294,228.00		0.00	44,202.00	1,714,410.00	1,676,137.80						1,763,647.44

Approval to create one full time Technician III position, slot no. 060, budgeted salary $36,271.00 per year. 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.

Agenda Item: 23503

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 19, 2010

Summary of request/proposal:
Commissioner Precinct No. 4 R&B:
Approval to create one full time Technician III position, slot no. 060, budgeted salary $36,271.00 per year.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Technician III	0060	113	-	-	0.00	36,271.00	36,271.00
				TOTAL:		0.00	36,271.00	36,271.00

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	$7,504.34
0-1200-431-00-124-007-0- 211	PCT.4 P/U RD -	HEALTH INSURANCE	$560.06
0-1200-431-00-124-007-0- 212	PCT.4 P/U RD -	LIFE INSURANCE	$5.59
0-1200-431-00-124-007-0- 220	PCT.4 P/U RD -	FICA	$574.08
0-1200-431-00-124-007-0- 230	PCT.4 P/U RD -	RETIREMENT	$714.41
0-1200-431-00-124-007-0- 250	PCT.4 P/U RD -	UNEMPLOYMENT COMP	$37.52
0-1200-431-00-124-007-0- 260	PCT.4 P/U RD -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$9,396.00

2011 Budgetary Impact: **$45,414.05**

Possible Funding Sources: **INTERFUND TRANSFER FROM 1100**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 23503

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 19, 2010

Summary of request/proposal:
IT Department:
Approval to delete one full time Technician III position, slot no. 029, Grade 8.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Technician III	0029	113	8	5	36,271.00	0.00	(36,271.00)
					TOTAL:	36,271.00	0.00	(36,271.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-00-200-001-0- 113	INFORMATION TECHNOLOGY -	REG F/T EMPLOYEES	($7,504.34)
0-1100-415-00-200-001-0- 211	INFORMATION TECHNOLOGY -	HEALTH INSURANCE	($560.06)
0-1100-415-00-200-001-0- 212	INFORMATION TECHNOLOGY -	LIFE INSURANCE	($5.59)
0-1100-415-00-200-001-0- 220	INFORMATION TECHNOLOGY -	FICA	($574.08)
0-1100-415-00-200-001-0- 230	INFORMATION TECHNOLOGY -	RETIREMENT	($714.41)
0-1100-415-00-200-001-0- 250	INFORMATION TECHNOLOGY -	UNEMPLOYMENT COMP	($37.52)
0-1100-415-00-200-001-0- 260	INFORMATION TECHNOLOGY -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	($9,396.00)

2011 Budgetary Impact: **($45,414.05)**

Possible Funding Sources: **LAPSED SALARIES TO BE TRANSFERRED TO FUND 1200**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: October 15, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Pct. 4 P/U RD

ACCOUNT NUMBER: 0-1XXX-XXX-0X-000-X0X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** 292-7025 ext. 5408

2010
Interfund Transfer

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-00-200-001-0- 113	Info Tech Dept-	Reg F/T Employees	(7,504.34)
0-1100-415-00-200-001-0- 211	Info Tech Dept-	Health Insurance	(560.06)
0-1100-415-00-200-001-0- 212	Info Tech Dept-	Life Insurance	(5.59)
0-1100-415-00-200-001-0- 220	Info Tech Dept-	FICA	(574.08)
0-1100-415-00-200-001-0- 230	Info Tech Dept-	Retirement	(714.41)
0-1100-415-00-200-001-0- 250	Info Tech Dept-	Unemployment Compensation	(37.52)
0-1100-491-01-124-200-0- 891	Transfers Out-	R&B Pct. 4	9,396.00
0-1200-391-01-124-100-0- 000	Transfers In-	General Fund	9,396.00
0-1200-431-00-124-007-0- 113	PCT4 P/U RD-	Reg F/T Employees	7,504.34
0-1200-431-00-124-007-0- 211	PCT4 P/U RD-	Health Insurance	560.06
0-1200-431-00-124-007-0- 212	PCT4 P/U RD-	Life Insurance	5.59
0-1200-431-00-124-007-0- 220	PCT4 P/U RD-	FICA	574.08
0-1200-431-00-124-007-0- 230	PCT4 P/U RD-	Retirement	714.41
0-1200-431-00-124-007-0- 250	PCT4 P/U RD-	Unemployment Compensation	37.52
	TOTAL BUDGET INCREASE (DECREASE)		**9,396.00**

REASON: Transferring funds from IT dept (1100) to Pct. 4 P/U RD (1200) to cover salary and related fringe benefit expenditures, associated with the deletion of a Technician III position at IT dept and creation at the Commissioner Precinct No. 4 office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-23500 **19.A.**

Installment Agreement 2010-01

CC REGULAR

Date: 10/19/2010

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Information

CAPTION

1. Approval to declare as "surplus" the following machinery and equipment for the purpose of disposing through sale via installment purchase agreement between the County of Hidalgo and the Hidalgo County Drainage District No. One:

DESCRIPTION	P.O. #	SERIAL #	UNITS	UNITS PRICE
Volvo EC460C Excavator	631246	SL#EEH00546 SL#EEH00548	2	$ 660,870.00
345DL FG Hydraulic Excavator	631244	SL#110363 SL#110365	2	$ 689,000.00
JD 6330 Utilty Std. CAB 2WD Tractors W/Samurai Boom Mower	632253	S/N# 130083 S/N# 130563	2	$ 161,154.00
JD 6330 CAB TRACTORS	631245	S/N# 631633 S/N# 631715	2	$ 83,181.92
15' PREDATOR MOWER	635632	S/N# 79150 S/N# 79149	2	$ 28,500.00

2. Approval of Installment Purchase Agreement between the County of Hidalgo and the Hidalgo County Drainage District No. One (Installment Agreement 2010-01).

3. Certification of revenue, as certified by the Hidalgo County Auditor, for Installment Purchase Agreement between the County of Hidalgo and the Hidalgo County Drainage District No. One (Installment Agreement 2010-01).

4. Approval of appropriation of funds to County Wide Administration in the amount of $860,404.00.

BACKGROUND

Fiscal Impact

Attachments

Link: agreement

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/14/2010 03:21 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 10:23 AM	APRV
3	Perla Lopez	Perla Lopez	10/15/2010 02:21 PM	APRV

4	Auditor's Office	10/15/2010 05:24 PM	NEW
Form Started By: Sergio Cruz		Started On: 10/14/2010 02:09 PM	
Final Approval Date: 10/15/2010			

STATE OF TEXAS

COUNTY OF HIDALGO

TERMS OF AN INSTALLMENT PURCHASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE (INSTALLMENT AGREEMENT 2010-01)

ARTICLE I

1.1. Amount, Purpose and Authorization. This Installment Purchase Agreement for the sale and transfer of the Equipment by the County of Hidalgo (the "County") to Hidalgo County Drainage District No. One (the "Drainage District") is entered into under the provisions of an Order of the County adopted October 12, 2010 and an Order of the Drainage District adopted October 12, 2010.

This Installment Purchase Agreement is for the total aggregate principal amount of One Million Six Hundred Twenty-Two Thousand Seven-Hundred Five and 92/100 DOLLARS ($1,622,705.92) to finance the acquisition of the Equipment to be used by the Drainage District. A schedule of the Equipment is attached hereto as Attachment "A".

1.2. Designation and Dated Date. This Installment Purchase Agreement shall be designated as the "Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2010-01" and shall be dated October 12, 2010 (the "Installment Agreement"). If the Installment Agreement provides for interest, the interest will be at the rate set forth in Section 1.4 of this Installment Agreement.

1.3. Execution of Installment Agreement; Seal. The Installment Agreement is signed on behalf of the County by the County Judge and attested to by the County Clerk and the official seal of the County is impressed or placed in facsimile thereon. The Installment Agreement is signed on behalf of the Drainage District by the Chairman of the Board and attested to by the County Clerk and the official seal of the Drainage District is impressed or placed in facsimile thereon. If any officer of the County or the Drainage District whose signature shall be on the Installment Agreement shall cease to be such officer before the authentication of the Installment Agreement or before the delivery of the Installment Agreement, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

1.4. Terms of Payment. The interest rate which the County may, in its discretion, apply to the installment purchase of the Equipment shall never exceed the rate which the County is required to pay on its then outstanding Certificates of Obligation, as applicable. Principal and interest shall be due and payable (in the principal amounts set out in the applicable Amortization Schedule for Installment Purchase) on November 15 of every year, beginning November 15, 2010, and continuing thereafter until November 15, 2011, on which last mentioned date the entire unpaid balance of principal and interest then owing shall become immediately due and payable. The Drainage District may, with the approval of the County, prepay all or any part of

the principal of the Installment Agreement before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid.

1.5. Interest Accrual. Notwithstanding any other term, condition, requirement, or provision contained in this Installment Agreement, interest, if any, shall continue to accrue and be payable to the County so long as the Installment Agreement remains unpaid and outstanding.

1.6. Payments to Be Unconditional. The obligations of the Drainage District to make the payments and additional payments, if any, and fees charged hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, destruction or unforeseen circumstances.

ARTICLE II

SECURITY FOR THE INSTALLMENT AGREEMENT

2.1. Equipment Acquisition Account. A special fund entitled "Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2010-01 Account (the "Equipment Acquisition Account") is hereby created and shall be established and maintained by the Drainage District on its books of account. The Equipment Acquisition Account shall be used to pay the interest on and principal of the Installment Agreement.

2.2. No Debt Created. This Installment Agreement shall not constitute a debt or liability obligation of the State of Texas or a general obligation of the Drainage District or any political subdivision of the State of Texas, or a pledge of the full faith and credit or taxing power of the State of Texas, or of the Drainage District, or any political subdivision of the State, but shall be a special obligation payable solely from the Available Funds of the Drainage District subject to the provisions hereof.

2.3. Covenants. The Drainage District covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Installment Agreement; that it will promptly pay or cause to be paid the payments due under the Installment Agreement on the dates and in the places and manner prescribed in the Installment Agreement.

ARTICLE III

DEFAULT AND NON-APPROPRIATION

3.1. Non-appropriation. Subject to the requirement of prior notice herein, in the event sufficient funds are not appropriated by the Drainage District for the payment required to be paid in the subsequent fiscal year, the Drainage District may terminate this Installment Agreement at the end of the current fiscal year and the Drainage District shall not be obligated to make the payments provided for in this Installment Agreement for the subsequent fiscal year.

3.2. Remedies on Non-appropriation.

(a) Upon non-appropriation hereunder, this Installment Agreement shall terminate at the end of the fiscal year for which sufficient funds have been appropriated, and the Drainage District shall immediately, upon the expiration of the said fiscal year, surrender possession and control of all Equipment acquired under this Installment Agreement which has not been paid in full by the Drainage District. The Drainage District shall provide the County written notice of such non-appropriation and non-availability within 72 hours following action by its governing body which constitutes failure to appropriate funds sufficient to pay the payments due in the subsequent fiscal year.

(b) Upon termination of this Installment Agreement for non-appropriation, if the Drainage District has not delivered possession and control of the Equipment to the County and conveyed or released its interest in the Equipment as therein required, the termination shall nevertheless be effective, but to the extent authorized by State Law, the Drainage District shall continue to be responsible, from and to the extent of Available Funds as provided in this Installment Agreement for the payment of damages in an amount equal to the amount of payments thereafter coming due which are attributable to the number of days during which the Drainage District fails to take such actions.

3.3. Intent to Continue Payments. The Drainage District presently intends to continue each of the installment purchase agreements issued or to be issued hereunder for the entire installment purchase term and to pay all payments or other transfers required hereunder. The Drainage District reasonably believes that funds in an amount sufficient to make all such payments or other transfers will be available for such purposes.

3.4. Events of Default Defined. The terms "events of default" and "default" shall mean, whenever they are used in this Installment Agreement with respect to the Equipment, any one or more of the following events:

(a) After execution hereof and appropriation of funds for a subsequent fiscal year by the governing body of the Drainage District, failure by the Drainage District to make a payment or other transfer required to be paid hereunder at the time specified herein from funds appropriated by the Drainage District, and such failure continues for ten (10) calendar days after the due date thereof; or

(b) Failure by the Drainage District to observe and perform any covenant, condition, or agreement on its part to be observed or performed by it hereunder, other than as referred to in subsection (a) of this section, and such failure is not cured within twenty (20) calendar days after written notice thereof is provided to the Drainage District by County.

3.5. Remedies Upon Default. Whenever any event of default referred to in this section shall have happened and be continuing, the County shall have the right, to the extent permitted by law, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Installment Agreement, declare all payments due or to become due during the then current fiscal year to be immediately due and payable by the Drainage District to the extent Available Funds are appropriated, whereupon such payments shall be, to the extent permitted by State law, immediately due and payable;

(b) With or without terminating this Installment Agreement, take possession of the Equipment and preclude the Drainage District from using the Equipment; however, if this Installment Agreement has not been terminated, the County shall return possession of the Equipment to the Drainage District when the event of default is cured (and the Drainage District has made payment of all costs and expenses incurred by the County in taking and maintaining possession of the Equipment). Furthermore, the Drainage District shall, during such period of repossession by the County without termination of this Installment Agreement, to the extent funds have been appropriated for such purposes, continue to be responsible for the payments due or to become due during the period of time of the fiscal year for which funds are appropriated;

(c) With or without terminating this Installment Agreement, take possession of the Equipment, and, if authorized by law, sell, lease or sublease the Equipment (or any portion thereof), and, to the extent funds have been appropriated for such purposes, hold the Drainage District liable for the difference between (i) the payment and other amounts paid by a third party pursuant to such sale, lease or sublease and (ii) the balance of the payments and other amounts due or to become due during the fiscal year for which the appropriation of funds was made by the Drainage District; provided, however, nothing contained herein shall impose an obligation upon the County so to sell, lease or sublease the Equipment, and any excess proceeds from such disposition shall be returned to the Drainage District;

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due during the fiscal year or to enforce performance and observance of any other obligation, agreement or covenant of the Drainage District under this Installment Agreement; or

(e) Sell, transfer or otherwise dispose of the Equipment or any interest in the Equipment, including, any lease, sublease, license, privilege, or right acquired as the result of the exercise of any of the other remedies specified in this Installment Agreement.

3.6. Reversion During Event of Default. In the event of an event of default hereunder and for so long as such event of default is continuing, all interest of the Drainage District in the Equipment shall be revested immediately in and shall revert to the County.

ARTICLE IV

PREPAYMENT; PURCHASE

4. 1. Purchase Rights. The Drainage District shall be entitled to full title and all ownership interests in the Equipment identified in this Installment Agreement:

(a) Upon payment in full of all payments and all other amounts due under this Installment Agreement; or

(b) Upon written notice by the Drainage District of its intent to prepay the outstanding principal balance in full delivered at least thirty (30) days in advance of any date on which a payment is due, and upon the payment on such date of the full purchase price of the Equipment and all other amounts owed by Drainage District hereunder.

4.2 Optional Prepayment**.** The Drainage District shall have the right to prepay the outstanding principal balance in full at any time, provided that as conditions precedent to Drainage District's right to make, and the County's obligation to accept, any such prepayment: (i) the County shall have actually received the notice required in section 4.1 above providing the amount of principal which will be prepaid and the date on which the prepayment will be made; and (ii) each such prepayment shall be in the amount of 100% of the principal amount to be prepaid, plus accrued unpaid interest thereon to the prepayment date, plus any other sums which have become due to the County under this Installment Agreement on or before the prepayment date, but which have not been paid, provided, however, in no event shall any prepayment cause the interest rate to exceed the maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date of this Installment Agreement.

4.3 Consummation of Purchase. The County's security interest in the Equipment identified in this Installment Agreement shall be terminated and released automatically in conjunction with the receipt of the full purchase price or the final payment due hereunder plus any other amounts then due from Drainage District hereunder, unless an event of default hereunder shall have occurred and be continuing as of such date. Such date may at the discretion of the County be extended for such additional period as the County reasonably determines to be necessary. On such date, the County shall deliver to the Drainage District such deeds, termination statements, bills of sale, and other documents and instruments as the Drainage District shall reasonably require to evidence the transfer of all rights, title, and interest of the County in such Equipment to the Drainage District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE V

RESPONSIBILITIES OF DRAINAGE DISTRICT; COVENANTS

5.1. Care and Use of Equipment. The Drainage District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair, and shall maintain the Equipment so as to keep the Equipment in good condition, repair, appearance, and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged, or becomes unfit for use. Any and all such additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Installment Agreement and included in the term "Equipment" as used in this Installment Agreement. If requested by the

County, the Drainage District shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Installment Agreement, standard maintenance contracts satisfactory to the County covering the Equipment and shall comply with all its obligations hereunder. The Drainage District shall furnish evidence to the County of such executed maintenance agreement at or prior to the date of this Installment Agreement and the payment of all charges and premiums therefore. Substitute maintenance may be used if necessary and if first approved by the County in writing. Upon the early termination of this Installment Agreement pursuant to section 3.1 or 3.2, the Drainage District shall return the Equipment at its sole expense to the County at a place designated by the County in the same condition as originally received, ordinary wear and tear excepted, and in a condition which will permit the County to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

5.2. Inspection. The County shall have the right upon reasonable prior notice to the Drainage District to enter onto and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

5.3. Utilities. The Drainage District shall pay all charges for gas, water, electricity, light, heat or power, telephone, or other utility service furnished to or used on or in connection with the Equipment during the period of this Installment Agreement. There shall be no abatement of payments on account of interruption of any such services.

5.4. Insurance. The Drainage District shall maintain or cause to be maintained (a) casualty insurance naming County as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by the County, in an amount at least equal to the purchase price of the Equipment and with such deductibles as the County may require in its sole discretion; (b) liability insurance that protects the County from liability in all events in form and amount satisfactory to the County; and (c) worker's compensation coverage as required by the laws of the State; provided that, with the County's prior written consent, the Drainage District may self-insure against the risks described in clause (a). Upon request, the Drainage District shall furnish to the County evidence of such insurance or self-insurance coverage. The Drainage District shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of the County without first giving written notice thereof to the County at least thirty (30) days in advance of such cancellation or modification.

5.5. Risk of Loss. The Drainage District shall bear all risk of loss to the Equipment, after delivery of the Equipment to the Drainage District, and in the event of loss or damage thereto, the Drainage District shall at its option either (i) continue to make the payments due hereunder and repair or replace the Equipment as mutually agreed between the Drainage District and the County, or (ii) purchase the Equipment for the Purchase Price.

5.6. Performance by County of District's Responsibilities; Advances. In the event the Drainage District fails to keep the Equipment in good repair and working order, the County may, but shall be under no obligation to, maintain and repair the Equipment and pay the costs thereof.

Any performance required of the Drainage District or any payments required to be made by the Drainage District, if not timely performed or paid, may be performed or paid by the County, and in that event, the County shall be immediately reimbursed as additional payments by the Drainage District for such payments and for any costs and expense, legal or otherwise, associated with the payments or other performance by the County, with interest per annum thereon at the maximum rate for governmental obligations under Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date such costs are incurred.

5.7. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the Drainage District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment as described in this Installment Agreement for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the Drainage District, at is sole expense.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION.

6. 1. Damage, Destruction and Condemnation. Unless the Drainage District shall have exercised its option to purchase the Equipment by making payment of the purchase price and any other amounts then due from the Drainage District hereunder, as provided in this Installment Agreement, then, if prior to the termination of the applicable installment purchase term, the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, the Drainage District and the County will cause the net proceeds (as hereinafter defined) of any insurance claim be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the net proceeds remaining after such work has been completed shall be paid to the County.

Notwithstanding the foregoing, the Drainage District may elect to replace the Equipment. If the Drainage District elects to replace any item of the Equipment pursuant to this section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the replaced Equipment and shall be of equal or greater value than the replaced Equipment. The Drainage District shall represent, warrant, and covenant to the County that each item of Replacement Equipment is free and clear of all claims, liens, security interests, and encumbrances, excepting only those liens created by or through the County, and shall provide to the County any and all documents as the County may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to the County evidencing the County's security interest in the Replacement Equipment. The County and the Drainage District hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Installment Agreement. The Drainage District shall notify the County as soon as possible of its election to replace Equipment in accordance with the foregoing, and in any event, the Drainage

District shall complete the documentation of Replacement Equipment on or before the next Payment date after the occurrence of a casualty event, or be required to exercise the purchase option with respect to the damaged Equipment.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

7.1. Title. During the term of the Installment Agreement, legal title to the Equipment, so long as no event of default has occurred and is continuing under such Agreement and hereunder, be in the name of the Drainage District. The Equipment shall be registered in the name of the Drainage District, and, if applicable, title thereto shall be evidenced by a certificate of title, or such other instrument as may be required by or utilized by the laws of the State of Texas to demonstrate ownership. Such certificate may be held at all times during the term of this Installment Agreement by the County and may expressly state thereon that (a) the County holds a lien on the Equipment, (b) the Drainage District's possession of the Equipment is subject to this Installment Agreement, and (c) any other information required by applicable law and that may be necessary or convenient, as determined by the County, to establish the County's rights, title, and interest as the first secured lien holder of the Equipment. The Drainage District shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens, and legal processes of creditors of the Drainage District, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an event of default under this Installment Agreement or upon the termination of this Installment Agreement pursuant to Section 3.1 hereof, (i) full and unencumbered legal title to the Equipment shall pass and revert to the County and the Drainage District shall have no further interest therein; (ii) the Drainage District shall execute and deliver to the County such documents as the County may request to evidence the passage of the Drainage District's title and interest therein; and (iii) upon request by the County, the Drainage District shall deliver possession of the Equipment to the County. Upon full payment or prepayment pursuant to Sections 4.1 and 4.2 hereof, full and unconditional title to the applicable Equipment shall pass to the Drainage District, and the County's security interest in the applicable Equipment shall terminate, and the County shall execute and deliver to the Drainage District such documents as the Drainage District may request to evidence the termination of the County's security or other interest in such Equipment.

7.2. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable, upon receipt and installation of the Equipment, the Drainage District shall inspect the Equipment. Unless the Drainage District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed that the Drainage District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the Drainage District is satisfied with and has accepted the Equipment in such condition and repair.

ARTICLE VIII

MISCELLANEOUS

8.1. Further Proceedings. The County Judge, on behalf of the County, and the Chairman of the Board and other appropriate officials of the Drainage District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Installment Agreement.

8.2. Severability. If any section, paragraph, clause or provision of this Installment Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Installment Agreement.

8.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the County's Commissioners Court and the Drainage District's Board of Directors at which this Agreement was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the County and the Drainage District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Agreement and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court and the Drainage District Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

8.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

HIDALGO COUNTY

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE
DISTRICT NO. ONE

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

ATTACHMENT "A"

DESCRIPTION AND PURCHASE PRICE OF AND INSTALLMENT PAYMENT PLAN FOR EQUIPMENT

Cost of Machinery and Equipment:

2 - Volvo Excavators – EC 460C @ 330,435.00	$ 660,870.00
2 - Caterpillar Excavators – 345DL @ 344,500.00	689,000.00
2 - John Deere Tractors – JD6330 w/ Samurai Boom Mower @ 80,577.00	161,154.00
2 - John Deere Tractors – JD6330 @ 41,590.96	83,181.92
2 - Predator Mowers @ 14,250.00	28,500.00
Total Cost of Machinery and Equipment	**1,622,705.92**

ATTACHMENT "A-1"

SCHEDULE

(Incorporating all terms and conditions of the Installment Purchase Agreement, Series 2010-01)

DESCRIPTION OF EQUIPMENT

VENDOR	DESCRIPTION	P.O. #	SERIAL #	UNITS	PRICE
County of Hidalgo	Volvo EC460C Excavator	631246	SL#EEH00546 SL#EEH00548	2	$ 660,870.00
County of Hidalgo	345DL FG Hydraulic Excavator	631244	SL#110363 SL#110365	2	689,000.00
	Total				1,349,870.00
County of Hidalgo	JD 6330 Utilty Std. CAB 2WD Tractors W/Samurai Boom Mow	632253	S/N# 130083 S/N# 130563	2	161,154.00
County of Hidalgo	JD 6330 CAB TRACTORS S/N#631633&631715	631245	S/N# 631633 S/N# 631715	2	83,181.92
County of Hidalgo	15' PREDATOR MOWER	635632	S/N# 79150 S/N# 79149	2	28,500.00
	Total				272,835.92
		Total			**$1,622,705.92**

LOCATION OF EQUIPMENT

ADDRESS: 1102 N. Doolittle Rd.
CITY: Edinburg COUNTY: Hidalgo
STATE: Texas ZIP: 78539

CERTIFICATION

Hidalgo County Drainage District No. 1 hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment described and procured through a competitive procurement procedure under state law.

Hidalgo County Drainage District No. 1

By: _____
(Authorized Signature)

_____
Printed Name and Title

Date: _____

ATTACHMENT “B”

ACCEPTANCE CERTIFICATE

CERTIFICATE OF ACCEPTANCE

INSTALLMENT SALE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

Hidalgo County Drainage District No. One
and
The County of Hidalgo, Texas
Date October 19, 2010

1. ACCEPTANCE: In accordance with the Agreement, the Drainage District hereby certifies that all of the Equipment described herein (i) has been received by the Drainage District, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Drainage District, and in conformity with the published specifications included in the competitive procurement process; (iii) has been found by the Drainage District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by County, (v) has been found to be and is wholly suitable for the Drainage District's purposes, (vi) has been assembled or installed consistent with instructions supplied by the Vendor, (vii) has been scheduled under the Drainage District's casualty insurance policy, and (viii) is hereby unconditionally accepted by the Drainage District, in the condition received, for all purposes of this Agreement.

2. EQUIPMENT (may incorporate one or more documents)

VENDOR	DESCRIPTION	P.O. #	SERIAL #	UNITS	PRICE
County of Hidalgo	**Volvo EC460C Excavator**	**631246**	**SL#EEH00546 SL#EEH00548**	**2**	**$ 660,870.00**
County of Hidalgo	**345DL FG Hydraulic Excavato**	**631244**	**SL#110363 SL#110365**	**2**	**689,000.00**
	Total				**1,349,870.00**
County of Hidalgo	**JD 6330 Utilty Std. CAB 2WI Tractors W/Samurai Boom Mower**	**632253**	**S/N# 130083 S/N# 130563**	**2**	**161,154.00**
County of Hidalgo	**JD 6330 CAB TRACTORS S/N#631633&631715**	**631245**	**S/N# 631633 S/N# 631715**	**2**	**83,181.92**
County of Hidalgo	**15' PREDATOR MOWER**	**635632**	**S/N# 79150 S/N# 79149**	**2**	**28,500.00**
	Total				**272,835.92**
		Total			**$1,622,705.92**

3. USE: Construction and Maintenance

4. PROPERTY LOCATION: 1102 N. Doolittle Rd., Edinburg, County of Hidalgo, Texas

5. INVOICING: Invoices shall be sent to the following address, including to whose attention invoices should be directed:

For Drainage District:

By: _____

ACCEPTED on this the ___ day of _____, 2010.

ATTACHMENT “C”

FORM OF AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE FOR INSTALLMENT PURCHASE

(This schedule sets out the Payments due under a Schedule authorized under the Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2010-01, dated October 19, 2010).

CAPITAL COST: $1,622,705.92
RATE: 3.467661%
TERM (YEARS): 2 years

Payment #	Date	Payment Amount*	Principal	Interest	Remaining Amount
1	11/15/2010	860,404.00	856,241.68	4,162.32	766,464.24
2	11/15/2011	793,042.62	766,464.24	26,578.38	0.00
Totals		**1,653,446.62**	**1,622,705.92**	**30,740.70**	

* Includes interest

By: _____

Date: _____

DATE: October 19, 2010

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR COUNTY WIDE ADMINISTRATION

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-00-115-002-0-899	CO WIDE ADM - CONTINGENCY	860,404.00
0-1100-392-10-000-000-0-000	GENERAL FUND - SALE OF CAPITAL ASSETS	860,404.00
	TOTAL BUDGET INCREASE (DECREASE)	860,404.00

REASON: APPROPRIATION OF INSTALLMENT PURCHASE AGREEMENT REVENUE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-23499 **19.B.**

Interdept transfer from Co. Wide-Contingency to Public Defense (1100)
CC REGULAR

Date:	10/19/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Public Defense (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to Public Defense in the amount of $860,404.00 to fund legal services expenditures (attorney vouchers).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Available funds pending approval of transfer, refer to AI-23500 CC 10-19-10, consent agenda.

Attachments

Link: inter transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/14/2010 03:09 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 03:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/14/2010 04:00 PM	APRV
4	Auditor's Office	Linda Fong	10/15/2010 11:52 AM	APRV

Form Started By: Sylvia Solis Started On: 10/14/2010 01:43 PM

Final Approval Date: 10/15/2010

DATE: October 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defense

ACCOUNT NUMBER: 0-1100-41X-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(860,404.00)
TO			
0-1100-412-30-115-016-0- 333	PUBLIC DEFENSE -	LEGAL SERVICES	860,404.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund attorney vouchers for 2010.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-23527 **19.C.1**

Headstart W/C Appropriation of funds (2202)

CC REGULAR

Date: 10/19/2010

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Self Funded Workers' Comp (2202):
Approval of 2010 appropriation of funds in the amount of $1,000.00 to fund Headstart W/C legal services expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2202-419-50-115-063-0-333

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $1,000.00.

Funds available in unreserved f/b. as of 10-15-10.

Attachments

Link: Headstart W/C appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/15/2010 05:02 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 05:03 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/15/2010 05:11 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Ivan Cantu Started On: 10/15/2010 04:54 PM

Final Approval Date: 10/15/2010

I.

DATE: October 19, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Self Funded Workers Comp (2202)

ACCOUNT NUMBER: 0-2202-419-50-115-063-0-333

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-2202-419-50-115-063-0- 333	Headstart W/C-	Legal Services	1,000.00
		TOTAL BUDGET INCREASE (DECREASE)	

REASON: To fund Headstart W/C legal services expenditures (negative balance)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-23469 **20.A.4.**

Clarification of HEB Wireless Contract

CC REGULAR

Date:	10/19/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Clarification of the current contract with HEB Wireless Inc., awarded by Commissioners' Court on 9-22-09 to reflect the correct effective date of 11-18-09 (which is the first activation and service date) and not as written on document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: VARIOUS DEPTS

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

BUDGETARY IMPACT:

This is a county wide project which funding will be identified by Budget Office based on a current expenditure report for all depts.

SEE ATTACHED EXP REPORTS FOR FUNDING SOURCES AND AVAILABLE BALANCES.
NO FUNDS REQUIRED AT THIS TIME. ONLY CORRECTION TO INVOICE DATES.

Attachments

Link: Inv#2708536 11-18 12-18 HEBPocket (2).pdf

Link: exp report- OC 532

Link: exp report- oc 619

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 03:00 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 03:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/15/2010 08:31 AM	APRV
4	Auditor's Office	Angela Garcia	10/15/2010 05:24 PM	APRV

Form Started By: Gricelda Villarreal Started On: 10/13/2010 03:07 PM

Final Approval Date: 10/15/2010



HEB Wireless Inc.
P.O. Box 100255
San Antonio, Texas 78201-1555

Name	**Hidalgo County Central Computer**					***DUE DATE 12/18/2009***				**INVOICE:**	**2708536**
Address	**P.O. Box 207**										
City	**Edinburg**	**State Texas**		**ZIP 78540**							
Phone	**956 292-7010 ext. 6011**					***SERVICE DATES***					
						11/18/09 – 12/18/09					

PHONE NUMBER	RATE PLAN	PLAN COST	FEDERAL E911	FEDERAL WIRELESS NUMBER POOLING AND PORTABILITY	EMERGENCY SURCHARGE	FEDERAL REGULATORY FEE	STATE 911 TAX	UNIVERSAL SERVICE FUND	FEDERAL UNIVERSAL SERVICE FUND	FEDERAL TRS FUND	TOTAL MONTHLY CHARGES
956-207-9941	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-578-5834	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-207-9397	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-207-2391	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-578-7161	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-207-9204	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-578-7040	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-515-8431	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-292-6023	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-292-6208	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-578-7162	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
956-515-8624	POCKET-Voice/Talk/Data Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
										TOTAL	**0**

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-002-001-0-532	93RD DC-WIRELESS DEVICES	300.00	.00	.00	.00	300.00	.00
0-1100-412-00-009-003-0-532	INDIGENT DEFENSE-WIRELESS DEVICES	8,849.57	1,022.71	1,218.29	1,218.29	6,608.57	25.32
0-1100-412-00-064-001-0-532	JP PCT 2/PL 2-WIRELESS DEVICES	440.00	288.04	151.96	151.96	.00	100.00
0-1100-412-00-066-001-0-532	JP PCT 3/PL 2-WIRELESS DEVICES	72.17	.00	72.17	72.17	.00	100.00
0-1100-412-00-068-001-0-532	JP PCT 4/PL 2-WIRELESS DEVICES	911.00	69.15	755.85	755.85	86.00	90.56
0-1100-412-00-090-001-0-532	DIST CLERK-WIRELESS DEVICES	660.00	346.42	313.58	313.58	.00	100.00
0-1100-412-30-085-003-0-532	PUBLIC DEFENDER-WIRELESS DEVICES	660.00	145.39	313.58	313.58	201.03	69.54
0-1100-413-00-110-006-0-532	CO JUDGE-WIRELESS DEVICES	1,000.00	45.70	419.30	419.30	535.00	46.50
0-1100-413-00-125-002-0-532	PUBLIC AFFAIRS-WIRELESS DEVICES	2,000.00	1,440.00	.00	.00	560.00	72.00
0-1100-414-00-130-001-0-532	ELECTIONS DEPT-WIRELESS DEVICES	32,500.00	12,635.20	17,366.99	17,366.99	2,497.81	92.31
0-1100-415-00-200-001-0-532	INFO TECH DEPT-WIRELESS DEVICES	20,000.00	4,347.50	6,009.16	6,009.16	9,643.34	51.78
0-1100-415-14-115-001-0-532	DBM-BUDGET DIV-WIRELESS DEVICES	800.00	.00	731.27	731.27	68.73	91.41
0-1100-415-15-140-001-0-532	TAX OFF-WIRELESS DEVICES	8,000.00	138.28	295.46	295.46	7,566.26	5.42
0-1100-415-18-160-001-0-532	PURCHASING-WIRELESS DEVICES	2,650.00	1,135.72	844.28	844.28	670.00	74.72
0-1100-415-21-170-001-0-532	CO AUDITOR-WIRELESS DEVICES	1,128.00	252.84	627.16	627.16	248.00	78.01
0-1100-415-40-180-001-0-532	CO CLERK-WIRELESS DEVICES	3,000.00	199.96	942.56	942.56	1,857.48	38.08
0-1100-415-50-190-002-0-532	HUMAN RESOURCES-WIRELESS DEVICES	500.00	138.28	299.20	299.20	62.52	87.50
0-1100-419-10-210-001-0-532	PLANNING DEPT-WIRELESS DEVICES	6,600.00	1,952.95	3,270.03	3,270.03	1,377.02	79.14
0-1100-419-40-220-001-0-532	FACILITIES MGMT-WIRELESS DEVICES	15,000.00	4,122.47	6,811.44	6,811.44	4,066.09	72.89
0-1100-419-50-115-059-0-532	DBM-SAFETY DIV-WIRELESS DEVICES	1,900.00	469.06	449.24	449.24	981.70	48.33
0-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-WIRELESS DEV	2,790.00	966.68	1,591.68	1,591.68	231.64	91.70
0-1100-421-00-280-001-0-532	SHERIFF-WIRELESS DEVICES	103,934.08	7,040.72	15,325.98	15,325.98	81,567.38	21.52
0-1100-421-00-291-001-0-532	CONSTABLE PCT.1-WIRELESS DEVICES	5,500.00	.00	.00	.00	5,500.00	.00
0-1100-421-00-292-001-0-532	CONSTABLE PCT.2-WIRELESS DEVICES	.00	.00	.00	.00	.00	.00
0-1100-421-00-293-001-0-532	CONSTABLE PCT.3-WIRELESS DEVICES	3,000.00	1,032.74	1,163.32	1,163.32	803.94	73.20
0-1100-421-00-294-001-0-532	CONSTABLE PCT.4-WIRELESS DEVICES	831.02	.00	217.00	217.00	614.02	26.11
0-1100-421-00-294-007-0-532	CONST PCT4-PK LOT SEC-WIRELESS DEVICES	.00	.00	.00	.00	.00	.00
0-1100-421-00-295-001-0-532	CONSTABLE PCT.5-WIRELESS DEVICES	1,400.00	.00	.00	.00	1,400.00	.00
0-1100-422-10-300-001-0-532	EMERG SRVS-FM-WIRELESS DEVICES	14,675.00	365.17	3,956.00	3,956.00	10,353.83	29.45

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-423-32-330-001-0-532	JUV DET HM-WIRELESS DEVICES	3,720.00	1,240.00	2,480.00	2,480.00	.00	100.00
0-1100-423-60-330-002-0-532	JUV PROB-WIRELESS DEVICES	250.00	48.57	145.71	145.71	55.72	77.71
0-1100-429-00-300-023-0-532	EMERG SRVS-EM-WIRELESS DEVICES	10,450.00	739.49	7,812.43	7,812.43	1,898.08	81.84
0-1100-432-00-121-001-0-532	PCT1 SANITATION-WIRELESS DEVICES	83.11	.00	83.11	83.11	.00	100.00
0-1100-432-00-122-001-0-532	PCT2 SANITATION-WIRELESS DEVICES	1,080.00	269.91	809.73	809.73	.36	99.97
0-1100-432-00-123-001-0-532	PCT3 SANITATION-WIRELESS DEVICES	4,700.00	1,529.76	2,861.48	2,861.48	308.76	93.43
0-1100-432-00-124-001-0-532	PCT4 SANITATION-WIRELESS DEVICES	2,200.00	387.00	1,471.96	1,471.96	341.04	84.50
0-1100-441-00-340-001-0-532	HEALTH ADM-WIRELESS DEVICES	16,000.00	4,809.26	5,825.59	5,825.59	5,365.15	66.47
0-1100-441-00-340-003-0-532	HEALTH CLINICS-WIRELESS DEVICES	5,000.00	1,240.88	739.12	739.12	3,020.00	39.60
0-1100-452-00-122-008-0-532	PCT2 PARKS-WIRELESS DEVICES	932.64	246.28	332.59	332.59	353.77	62.07
0-1100-452-00-123-008-0-532	PCT3 PARKS-WIRELESS DEVICES	2,002.64	498.28	1,080.41	1,080.41	423.95	78.83
0-1100-452-00-124-009-0-532	PCT4 PARKS-WIRELESS DEVICES	556.00	144.00	288.28	288.28	123.72	77.75
0-1100-466-00-122-018-0-532	PCT2 CRC-TWO-WIRELESS DEVICES	475.00	90.00	270.00	270.00	115.00	75.79
0-1100-466-00-122-082-0-532	PCT2 CRC (S.TOWER)-WIRELESS DEVICES	210.00	.00	39.98	39.98	170.02	19.04
0-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-WIRELESS DEVICES	765.06	275.28	150.78	150.78	339.00	55.69
0-1200-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	2,370.15	907.72	830.37	830.37	632.06	73.33
0-1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	1,839.99	558.22	792.57	792.57	489.20	73.41
0-1200-431-00-122-005-0-532	PCT2 RD ADM-WIRELESS DEVICES	3,013.20	1,185.36	1,501.81	1,501.81	326.03	89.18
0-1200-431-00-122-006-0-532	PCT2 P/U RD-WIRELESS DEVICES	6,936.36	2,366.86	3,929.50	3,929.50	640.00	90.77
0-1200-431-00-123-004-0-532	PCT3 RD ADM-WIRELESS DEVICES	7,231.12	1,755.30	2,182.79	2,182.79	3,293.03	54.46
0-1200-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	9,383.99	2,433.24	6,066.64	6,066.64	884.11	90.58
0-1200-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	13,144.84	4,638.61	5,932.92	5,932.92	2,573.31	80.42
0-1200-431-00-260-001-0-532	R-O-W DEPT-WIRELESS DEVICES	6,500.00	3,477.14	1,825.37	1,825.37	1,197.49	81.58
0-1201-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	29.85	.00	29.85	29.85	.00	100.00
0-1202-431-00-122-005-0-532	PCT2 RD ADM-WIRELESS DEVICES	136.80	.00	136.80	136.80	.00	100.00
0-1202-431-00-122-006-0-532	PCT2 P/U RD-WIRELESS DEVICES	3,063.64	.00	3,063.64	3,063.64	.00	100.00
0-1203-431-00-123-004-0-532	PCT3 RD ADM-WIRELESS DEVICES	218.88	.00	218.88	218.88	.00	100.00
0-1203-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	616.01	.00	616.01	616.01	.00	100.00
0-1204-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	1,706.88	.00	1,706.88	1,706.88	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1212-452-00-122-008-0-532	PCT2 PARKS-WIRELESS DEVICES	27.36	.00	27.36	27.36	.00	100.00
0-1213-452-00-123-008-0-532	PCT3 PARKS-WIRELESS DEVICES	147.36	.00	147.36	147.36	.00	100.00
0-1214-452-00-124-009-0-532	PCT4 PARKS-WIRELESS DEVICES	144.00	.00	144.00	144.00	.00	100.00
0-1222-412-00-080-006-0-532	DA BAD CK-WIRELESS DEVICES	5,349.29	3,968.32	1,379.65	1,379.65	1.32	99.98
0-1228-421-00-280-006-0-532	SHRF FED SHARING-US TREAS-WIRELESS DEV	5,000.00	.00	.00	.00	5,000.00	.00
0-1229-421-00-280-007-0-532	SHRF FED SHARING-USDJ-WIRELESS DEVICES	45,000.00	.00	25,643.17	25,643.17	19,356.83	56.98
0-1230-421-00-293-010-0-532	CONST PCT.3 INVESTIG HB65-WIRELESS DEVIC	1,956.90	136.34	1,820.56	1,820.56	.00	100.00
0-1242-412-00-060-001-0-532	JUSTICE CRT TECH-WIRELESS DEVICES	2,000.00	786.74	753.26	753.26	460.00	77.00
0-1254-412-00-270-014-0-532	HIDTA US JUSTICE-WIRELESS DEVICES	500.00	.00	.00	.00	500.00	.00
0-1282-412-00-068-002-0-532	JP 4/2 TRUANCY-WIRLESS DEVICES	1,980.00	1,039.26	940.74	940.74	.00	100.00
0-1283-414-00-130-010-8-532	HAVA-GENERAL COMPLIANCE-WIRELESS DEVICES	9,687.45	9,687.45	.00	.00	.00	100.00
0-1284-421-00-280-063-0-532	GCVOFTF II-WIRELESS DEVICES	284.34	.00	283.88	283.88	.46	99.84
0-1284-421-00-280-065-3-532	RECOVERY JAG-WIRELESS DEVICES	55,425.00	.00	.00	.00	55,425.00	.00
0-1291-412-00-270-003-0-532	HIDTA TASK FORCE-WIRELESS DEVICES	7,200.00	.00	5,234.28	5,234.28	1,965.72	72.70
0-1291-412-00-270-003-9-532	HIDTA TASK FORCE-WIRELESS DEVICES	3,239.07	.00	3,239.07	3,239.07	.00	100.00
0-1292-441-00-350-001-0-532	WIC ADM-WIRELESS DEVICES	5,063.35	1,284.47	3,189.42	3,189.42	589.46	88.36
0-1292-441-00-350-001-1-532	WIC ADM-WIRELESS DEVICES	6,000.00	4,079.76	.00	.00	1,920.24	68.00
0-1293-441-00-340-005-0-532	H.D. ADM-WIRELESS DEVICES	1,200.00	.00	316.80	316.80	883.20	26.40
0-1293-441-00-340-013-0-532	TDH PHPSB-WIRELESS DEVICES	5,779.79	2,514.38	3,228.96	3,228.96	36.45	99.37
0-1293-441-00-340-042-0-532	CPS/PHER-WIRELESS DEVICES	3,000.00	.00	728.15	728.15	2,271.85	24.27
0-1295-423-00-330-028-0-532	WESL B/C-WIRELESS DEVICES	2,500.00	386.00	563.36	563.36	1,550.64	37.97
0-1297-423-00-320-002-0-532	BASIC SUPERVISION-WIRELESS DEVICES	2,346.00	.00	1,600.66	1,600.66	745.34	68.23
0-1297-423-00-320-002-1-532	BASIC SUPERVISION-WIRELESS DEVICES	3,500.00	.00	.00	.00	3,500.00	.00
0-1297-423-00-320-005-0-532	RESTITUTION CTR-WIRELESS DEVICES	896.00	.00	896.00	896.00	.00	100.00
0-1297-423-00-320-030-1-532	CRTF-WIRELESS DEVICES	1,344.00	1,232.00	112.00	112.00	.00	100.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-004-001-0-619	206TH DC-OTHER MISC SUPPLIES	588.00	587.95	.00	.00	.05	99.99
0-1100-412-00-010-001-0-619	430TH DC-OTHER MISC SUPPLIES	250.00	.00	.00	.00	250.00	.00
0-1100-412-00-022-001-0-619	CCL#2-OTHER MISC SUPPLIES	250.00	.00	135.44	135.44	114.56	54.18
0-1100-412-00-026-001-0-619	CCL#6-OTHER MISC SUPPLIES	200.00	.00	77.40	77.40	122.60	38.70
0-1100-412-00-040-001-0-619	CRT OF CIV APP-OTHER MISC SUPPLIES	300.00	.00	279.97	279.97	20.03	93.32
0-1100-412-00-090-001-0-619	DIST CLERK-OTHER MISC SUPPLIES	165.10	.00	165.10	165.10	.00	100.00
0-1100-412-00-115-081-0-619	DOMESTIC RELATIONS-OTHER MISC SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1100-414-00-130-001-0-619	ELECTIONS DEPT-OTHER MISC SUPPLIES	8,567.36	1,280.65	1,022.19	1,022.19	6,264.52	26.88
0-1100-415-00-200-001-0-619	INFO TECH DEPT-OTHER MISC SUPPLIES	1,000.00	.00	785.97	785.97	214.03	78.60
0-1100-415-00-200-002-0-619	IT COUNTYWIDE-OTHER MISC SUPPLIES	940.00	869.24	42.67	42.67	28.09	97.01
0-1100-415-15-140-001-0-619	TAX OFF-OTHER MISC SUPPLIES	500.00	.00	276.99	276.99	223.01	55.40
0-1100-415-18-160-001-0-619	PURCHASING-OTHER MISC SUPPLIES	235.00	.00	235.00	235.00	.00	100.00
0-1100-415-40-180-002-0-619	CO CLERK RECORD ARCHIVE-OTHER MISC SUPPL	1,400.00	.00	.00	.00	1,400.00	.00
0-1100-415-50-190-002-0-619	HUMAN RESOURCES-OTHER MISC SUPPLIES	700.00	255.86	263.79	263.79	180.35	74.24
0-1100-419-10-210-001-0-619	PLANNING DEPT-OTHER MISC SUPPLIES	371.75	.00	350.00	350.00	21.75	94.15
0-1100-419-40-220-001-0-619	FACILITIES MGMT-OTHER MISC SUPPLIES	10,000.00	481.10	1,917.01	1,917.01	7,601.89	23.98
0-1100-419-50-115-059-0-619	DBM-SAFETY DIV-OTHER MISC SUPPLIES	2,400.00	.00	1,844.42	1,844.42	555.58	76.85
0-1100-421-00-080-003-0-619	AUTOPSIES-OTHER MISC SUPPLIES	1,650.00	1,650.00	.00	.00	.00	100.00
0-1100-421-00-115-028-0-619	TX ALCOHOLIC BEVERAGE COMM-OTHER MISC SU	210.00	.00	210.00	210.00	.00	100.00
0-1100-421-00-280-001-0-619	SHERIFF-OTHER MISC SUPPLIES	9,981.47	7,102.13	2,747.15	2,747.15	132.19	98.68
0-1100-421-00-293-001-0-619	CONSTABLE PCT.3-OTHER MISC SUPPLIES	2,432.86	829.92	828.94	828.94	774.00	68.19
0-1100-421-00-294-001-0-619	CONSTABLE PCT.4-OTHER MISC SUPPLIES	952.30	.00	951.55	951.55	.75	99.92
0-1100-422-10-300-001-0-619	EMERG SRVS-FM-OTHER MISC SUPPLIES	587.08	.00	420.32	420.32	166.76	71.60
0-1100-423-00-320-001-0-619	ADULT PROB-OTHER MISC SUPPLIES	357.34	.00	357.34	357.34	.00	100.00
0-1100-423-21-280-002-0-619	JAIL-OTHER MISC SUPPLIES	4,306.00	.00	2,388.54	2,388.54	1,917.46	55.47
0-1100-423-32-330-001-0-619	JUV DET HM-OTHER MISC SUPPLIES	4,500.00	456.79	1,413.56	1,413.56	2,629.65	41.56
0-1100-429-00-300-023-0-619	EMERG SRVS-EM-OTHER MISC SUPPLIES	1,550.00	1,140.94	99.42	99.42	309.64	80.02
0-1100-432-00-121-001-0-619	PCT1 SANITATION-OTHER MISC SUPPLIES	675.00	52.00	435.84	435.84	187.16	72.27
0-1100-432-00-122-001-0-619	PCT2 SANITATION-OTHER MISC SUPPLIES	300.00	.00	259.00	259.00	41.00	86.33

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-432-00-123-001-0-619	PCT3 SANITATION-OTHER MISC SUPPLIES	1,000.00	190.99	670.36	670.36	138.65	86.14
0-1100-441-00-340-001-0-619	HEALTH ADM-OTHER MISC SUPPLIES	499.95	499.95	.00	.00	.00	100.00
0-1100-441-00-340-003-0-619	HEALTH CLINICS-OTHER MISC SUPPLIES	1,500.00	.00	1,390.94	1,390.94	109.06	92.73
0-1100-452-00-121-013-0-619	PCT1 PARKS-OTHER MISC SUPPLIES	6,000.00	2,644.67	975.64	975.64	2,379.69	60.34
0-1100-452-00-122-008-0-619	PCT2 PARKS-OTHER MISC SUPPLIES	3,590.16	779.97	533.00	533.00	2,277.19	36.57
0-1100-452-00-123-008-0-619	PCT3 PARKS-OTHER MISC SUPPLIES	27,623.05	.00	26,413.59	26,413.59	1,209.46	95.62
0-1100-466-00-122-082-0-619	PCT2 CRC (S.TOWER)-OTHER MISC SUPPLIES	750.00	.00	254.10	254.10	495.90	33.88
0-1200-431-00-115-042-0-619	COLONIA ACCESS PRG-OTHER MISC SUPPLIES	96.00	.00	35.00	35.00	61.00	36.46
0-1200-431-00-121-005-0-619	PCT1 P/U RD-OTHER MISC SUPPLIES	3,967.48	1,148.02	1,648.64	1,648.64	1,170.82	70.49
0-1200-431-00-122-004-0-619	CO SHOP-OTHER MISC SUPPLIES	1,100.00	150.80	35.00	35.00	914.20	16.89
0-1200-431-00-122-005-0-619	PCT2 RD ADM-OTHER MISC SUPPLIES	250.00	.00	210.00	210.00	40.00	84.00
0-1200-431-00-122-006-0-619	PCT2 P/U RD-OTHER MISC SUPPLIES	1,521.35	432.90	977.19	977.19	111.26	92.69
0-1200-431-00-123-004-0-619	PCT3 RD ADM-OTHER MISC SUPPLIES	550.00	.00	335.00	335.00	215.00	60.91
0-1200-431-00-123-005-0-619	PCT3 P/U RD-OTHER MISC SUPPLIES	4,950.55	.00	894.54	894.54	4,056.01	18.07
0-1200-431-00-124-007-0-619	PCT4 P/U RD-OTHER MISC SUPPLIES	2,004.00	67.68	1,785.92	1,785.92	150.40	92.50
0-1200-431-00-260-001-0-619	R-O-W DEPT-OTHER MISC SUPPLIES	700.00	.00	325.90	325.90	374.10	46.56
0-1201-431-00-121-005-0-619	PCT1 P/U RD-OTHER MISC SUPPLIES	32.52	.00	32.52	32.52	.00	100.00
0-1202-431-00-122-006-0-619	PCT2 P/U RD-OTHER MISC SUPPLIES	478.65	.00	478.65	478.65	.00	100.00
0-1203-431-00-123-005-0-619	PCT3 P/U RD-OTHER MISC SUPPLIES	179.44	.00	179.44	179.44	.00	100.00
0-1204-431-00-124-007-0-619	PCT4 P/U RD-OTHER MISC SUPPLIES	596.00	.00	596.00	596.00	.00	100.00
0-1212-452-00-122-008-0-619	PCT2 PARKS-OTHER MISC SUPPLIES	409.84	.00	409.84	409.84	.00	100.00
0-1213-452-00-123-008-0-619	PCT3 PARKS-OTHER MISC SUPPLIES	376.95	.00	376.95	376.95	.00	100.00
0-1228-421-00-280-006-0-619	SHRF FED SHARING-OTHER MISC SUPPLIES	307.50	.00	307.50	307.50	.00	100.00
0-1230-421-00-293-010-0-619	CONST PCT.3 INVESTIG HB65-OTHER MISC SUP	1,101.94	1,050.00	.00	.00	51.94	95.29
0-1237-415-40-180-003-0-619	CC REC MGMT-OTHER MISC SUPPLIES	497.00	.00	495.60	495.60	1.40	99.72
0-1254-412-00-270-014-0-619	HIDTA US JUSTICE-OTHER MISC SUPPLIES	13,000.00	68.94	.00	.00	12,931.06	.53
0-1283-429-10-300-026-0-619	HAZARD MITIGATION-OTHER MISC SUPPLIES	46,155.00	.00	46,155.00	46,155.00	.00	100.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1284-421-00-280-037-0-619	OCDE-OTHER MISC SUPPLIES	177.10	.00	177.10	177.10	.00	100.00
0-1284-421-00-280-037-1-619	OCDE-OTHER MISC SUPPLIES	2,630.00	.00	.00	.00	2,630.00	.00
0-1284-421-00-280-038-0-619	TBSC OPER LINEBACKER FED-OTHER MISC SUPP	2,334.09	.00	2,316.96	2,316.96	17.13	99.27
0-1284-421-00-280-044-9-619	BSET-OTHER MISC SUPPLIES	2,080.12	.00	2,059.26	2,059.26	20.86	99.00
0-1284-421-00-280-063-0-619	GCVOFTF II-OTHER MISC SUPPLIES	.01	.00	.00	.00	.01	.00
0-1284-421-00-280-067-0-619	DOJ-USMS-OTHER MISC SUPPLIES	2,120.00	.00	1,727.77	1,727.77	392.23	81.50
0-1284-421-00-280-069-2-619	COPS TECH PRG-OTHER MISC SUPPLIES	9,360.00	.00	9,360.00	9,360.00	.00	100.00
0-1284-423-00-280-042-9-619	SCAAP-OTHER MISC SUPPLIES	4,500.00	.00	4,398.00	4,398.00	102.00	97.73
0-1292-441-00-350-001-0-619	WIC ADM-OTHER MISC SUPPLIES	995.00	152.00	461.00	461.00	382.00	61.61
0-1292-441-00-350-001-1-619	WIC ADM-OTHER MISC SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1293-441-00-340-005-0-619	H.D. ADM-OTHER MISC SUPPLIES	2,300.00	447.00	192.52	192.52	1,660.48	27.81
0-1293-441-00-340-012-0-619	IMM DIV LOCAL-OTHER MISC SUPPLIES	9,000.00	.00	3,851.35	3,851.35	5,148.65	42.79
0-1293-441-00-340-012-1-619	IMM DIV LOCAL-OTHER MISC SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
0-1293-441-00-340-013-0-619	TDH PHPSB-OTHER MISC SUPPLIES	1,000.00	.00	210.00	210.00	790.00	21.00
0-1293-441-00-340-042-0-619	CPS/PHER-OTHER MISC SUPPLIES	573.10	.00	.00	.00	573.10	.00
0-1295-423-00-330-028-0-619	WESL B/C-OTHER MISC SUPPLIES	1,000.00	.00	766.00	766.00	234.00	76.60
0-1297-423-00-320-005-0-619	RESTITUTION CTR-OTHER MISC SUPPLIES	285.70	.00	285.00	285.00	.70	99.75
0-1297-423-00-320-020-0-619	SATF-OTHER MISC SUPPLIES	620.00	.00	525.98	525.98	94.02	84.84

AI-23402 **20.A.5.**

OCC Sensors for Old Admin 3rd Floor -Rescind AI 23018 purchase from GrayBarr-Accept FSG Proposal

CC REGULAR

Date:	10/19/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting rescission of action taken on Agenda Item AI-23018 (CC on 09/21/10) for the acceptance of a proposal submitted by Gray Bar for "Purchase of OCC Sensors for the Old Administration 3rd Floor Renovations" in connection to the Energy Efficiency and Conservation Block Grant inasmuch as vendor failed to provide documentation to complete the verification of contract compliance;

b. Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $6,345.63 through the County's participation/membership with Buy Board for the "Purchase of OCC Sensors for the Old Administration 3rd Floor Renovations".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-431-00-220-046-3-671

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

BUDGETARY IMPACT:

EECBG-BLDG&OTHR STRUC R&M SUPPL
$6,350.32 available funds in req#182365 as of 10-15-10.rc
Dept needs to cancel req#. 182365 and create another req. with Facility Solutions Group as new vendor.

Attachments

Link: Agenda -OCC Sensors

Link: FSG QUOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 01:41 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 01:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/15/2010 08:49 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Moises Salazar

Started On: 10/07/2010 02:56 PM

Final Approval Date: 10/15/2010

Company, LLC for Morning Sun Subdivision, Pct. No. 2 reflecting a net increase of $6,187.50 for addition of asphalt, addition of 9 days for work and 5 rain (too wet) days as submitted through project engineer, R. Gutierrez Engineering Corporation (C-CAP-09-212-01-19).

C. **AI-23018** 1. Rescission of Agenda Item AI-22710 (CC on 08/31/10) for the acceptance of proposals submitted by Gray Bar in connection to the Energy Efficiency and Conservation Block Grant inasmuch as the proposals submitted did not meet the Buy American Provisions as required by grant;

approved

2. Acceptance of proposal received from awarded vendor, Gray Bar Electric Company in the amount of $6,437.52 through the County's participation/membership with U.S. Communities for the "Purchase of OCC Sensors for the Old Administration 3rd Floor Renovations".

approved

D. **AI-22963** Approval of Application for Payment No. 1 in the amount of $54,700.20 from M Construction LTD contracted vendor for Chapa 2 Subdivision as reviewed and submitted by project engineer Izaguirre Engineering Group, LLC (C-CAP-09-372-11-24).

approved

E. **AI-22996** Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) to Constable Pct 3.

approved

F. **AI-22969** Requesting authority to advertise and approval of specifications as attached hereto for the purpose of receiving bids for PVC Force Main Drain Pipe for the proposed Faysville Pump in Pct. #4 for project #2010-338-10-13-OGG.

approved

G. **AI-22984** Approval of Change Order No. 1 with contractor M. Construction, LTD for Chapa No. 2 Subdivision, Pct. No. 1 reflecting a net increase of $30,876.00-addition of items as submitted through project engineer Izaguirre Engineering Group, LLC (C-CAP-09-371-11-24).

approved

H. **AI-22977** Pct.#2:
Approval of Request for Payment #16 (A-E) for New Precinct #2 Administration Office Comples and Other Hidalgo County Offices from VA Architecture, in the amount(s) of:

approved

#	Description	Purchase Order No.	Payment Amount
A	Pct.2 Admin. Office	617618	$1,528.80
B	Health Clinic	622522	$1,378.18
C	WIC Clinic	622523	$326.51
D	Tax Office	622524	$1,772.16
E	J/P & Constables Office	622525	$1,867.58

I. **AI-22975** Pct.#2:
Approval of Request for Payment Application No. 9 in the amount of $492,043.00 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct.#2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-17.

approved

AI-23018 **16.0.**

Recind CC Action of 8-31-10 & Approve Purchase of OCC Sensors
CC CONSENT

Date:	09/21/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

1. Rescission of Agenda Item AI-22710 (CC on 08/31/10) for the acceptance of proposals submitted by Gray Bar in connection to the Energy Efficiency and Conservation Block Grant inasmuch as the proposals submitted did not meet the Buy American Provisions as required by grant;

2. Acceptance of proposal received from awarded vendor, Gray Bar Electric Company in the amount of $6,437.52 through the County's participation/membership with U.S. Communities for the "Purchase of OCC Sensors for the Old Administration 3rd Floor Renovations".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-431-00-220-046-3-671

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

BUDGETARY IMPACT:
OCC Sensors $6,437.52

Attachments

Link: Gray Bar Quote
Link: Agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	09/16/2010 11:14 AM	CREATED
1	Purchasing Department			PEND
2	Budget & Management			
3	Auditor's Office			

Form Started By: Moises Salazar Started On: 09/16/2010 11:14 AM

Proposal For

Hidalgo County

Third Floor Administration Building Remodel

Occupancy Sensor Quote

Buy Board Contract # 290-08

Vin # 383139 for the Hidalgo County



FACILITYSOLUTIONSgroup

October 5, 2010

Attn Rick Sunday – Hidalgo County

Reference: Old Administration building 3rd floor remodel

Buy Board Contract # 290-08 10% off trade price

	Quantity	Sensor Type	Description	Unit Price	Total
1.)	2	PW-100-W	WALL BOX	$ 55.08	$ 110.16
2.)	38	PW-200-W	WALL BOX	$ 69.66	$ 2,647.08
3.)	2	TS-400-W	WALL BOX	$ 46.98	$ 93.96

Lines 1-3 sensor price see section 4 on Buy Board contract 290-08 – 10% off trade price.

4.)	2	WPIR	CEILING	$ 59.58	$ 119.16
5.)	6	DT-305	CEILING	$ 123.93	$ 743.58
6.)	5	WT-1105	CEILING	$ 102.87	$ 514.35
7.)	4	WT-2205	CEILING	$ 119.07	$ 476.28
8.)	8	WT-2255	CEILING	$ 119.07	$ 952.56
9.)	25	BZ-50	CEILING P/P	$ 27.54	$ 688.50

Lines 4-9 sensor price see section 4 Buy Board contract 290-08 – 10% off trade price

Total bid price for sensors and power packs only will be $ 6,345.63 – no tax

Please allow 2-3 week delivery of product.

Sincerely,

Dave Thomas

PSC electric 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

Search Results:

Help

Narrow Search by Keyword(s): Sensor Search Back

Part # / Vendor	Description	Qty	Unit	Price		
Catalog Facility Solutio	10% Discount Off Watt Stopper Sensors		EA	$0.00	Add	Info
Install Facility Solutio	Installation of FSG Electric Ceiling Motion Sensor, valid for accessible layin ceiling only. Labor only, price does not include product.		EA	$115.00	Add	Info
Install Facility Solutio	Installation of FSG Electric Wall Box Motion Sensor. Labor only, price does not include product.		EA	$25.00	Add	Info
Catalog Facility Solutio	10% Discount Off Trade Pricelist for Wall Box & Ceiling Motion Sensors **Click red "Info" button to see price sheet.**		EA	$0.00	Add	Info

1-4 of 4 items

Search Criteria:
Vendor: Facility Solutions Group

[Log Out]

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Part # / Vendor	Description	Qty	Unit	Price
Catalog Facility Solutions Group	10% Discount Off Watt Stopper Sensors		EA	$0.00

Item Information: Vendor Website

Part Number:	Catalog
Reference Number:	290-08
Description:	10% Discount Off Watt Stopper Sensors
Manufacturer:	Various
Vendor:	Facility Solutions Group
Pkg. Weight:	EA
Price:	$0.00

Extended Description:
10% Discount Off Watt Stopper Sensors

Back

[Log Out]

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Bill of Materials Quote

Tech Support: 800-879-8585
Quotations: 800-852-2778

Quote ID: 24741 **Date:** 10/5/10

Project Name: Hidalgo County - Administration Building Remodel - Edinburg, TX **Quote Name:** 3rd Flr. Revised

Notes: **All recommended counts and materials should be verified before placing any orders. Verification of quantity and voltage of power packs is the responsibility of the contractor in the field and should be determined before ordering.**

From Contact

Company: Watt Stopper / Legrand
Contact: Rich Crowell
Email: rich_crowell@wattstopper.com
Phone: 469-675-0183

To Contact

Agency: LONE STAR LIGHTING-SAN ANTONIO
Contact:
Email:
Phone:

Qty	Description	Catalog Number	Unit Price	Ext Price
2	PIR Wall Switch Occupancy Sensor, 120/277V, White	PW-100-W	$61.20	$122.40
38	PIR Wall Switch Occupancy Sensor, 2 Relays, 120/277V, White	PW-200-W	$77.40	$2,941.20
2	Digital Time Switch, 100-300 VAC, 0-800/1200 Watts, White	TS-400-W	$52.20	$104.40
2	PIR Ceiling Occ Sensor24 VDC,300 sq ft	WPIR	$66.60	$133.20
6	Dual Tech Occupancy Sensor24VDC, center mount 360°, 40 Khz	DT-305	$137.70	$826.20
5	Ultrasonic Ceiling Occupancy Sensor24 VDC, 1100 sq ft	WT-1105	$114.30	$571.50
4	Ultrasonic Ceiling Occupancy Sensor24 VDC, 2200 sq ft	WT-2205	$132.30	$529.20
8	Ultrasonic Ceiling Occupancy Sensor24 VDC, 90 linear ft	WT-2255	$132.30	$1,058.40
25	Power Pack, 120~277V, 50/60Hz,24VDC, 225mA	BZ-50	$30.60	$765.00
			Total:	$7,051.50

Terms & Conditions:

Payment Terms: Upon approved credit, the following terms apply: Net 30 from date of invoice. A 1.5% per month interest charge will apply to all past due accounts. Accounts over 30 days will be subject to a hold.
Prices: All prices are subject to change without notice. Federal, state, and local taxes, if applicable, are not included in published or quoted prices.
Quotations: All quotations, bids, contracts, and orders are subject to final written approval, or acceptance and acknowledgement by The Watt Stopper, Inc. with the condition that all noted terms and conditions apply. Quotations will be firm for sixty (60) days. Prices acknowledged on deferred or hold orders will be firm for ninety (90) days.
Minimum Order: The minimum acceptable order is $50.00. There are no exceptions to this policy.
Notice: Please see our web site at www.wattstopper.com a full disclosure of our terms and conditions.
Transportation Charges: All prices are F.O.B. shipping point with transportation prepaid and allowed on orders of $2,500.00 net, or more, within the continental United States.

BuyBoard

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

LONE STAR LIGHTING, INC.

Manufacturers Representative

J. Antonio Olivares
409 Nolana, Suite 4
McAllen, Texas 78504

Cell 956-821-8648
Ph. 956-631-2565
Fax 956-631-2794

antonio@lonestarltg.com • www.lonestarltg.com

March 19, 2008

Sent Via E-mail: richardh@fsgi.com

Dave Thomas - Division Mgr.

Mr. Wyatt Stevenson
Facility Solutions Group (FSG)
610 W. Powell Lane
Austin, TX 78753

Proposal Name & Number: Energy Saving Lighting Products #290-08

Dear Mr. Hormuth:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective April 1, 2008.

To see the items your company has been awarded, please review the proposal tabulation #290-08 on the following website: www.vendor.buyboard.com. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

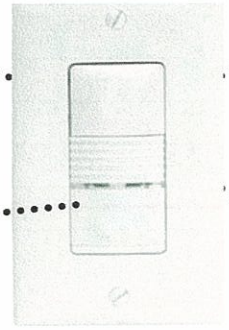
On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Sharon McAfee

Sharon McAfee
Bid Administration Manager

PW-100 Passive Infrared Wall Switch Sensor



High sensitivity and dense coverage for exceptional performance

Multiple features such as selectable walk-through, test and presentation modes

SmartSet™ technology for increased energy savings

Color-matched lens and low profile for appealing design

Part of a new comprehensive line of PIR, Ultrasonic and Dual Technology wall switch sensors

PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

The PW-100 passive infrared (PIR) wall switch sensor turns lights ON and OFF based on occupancy. It is characterized by high sensitivity to small and large movements, appealing aesthetics, and variety of features.

Operation

The PW-100 replaces existing wall switches and fits in a single gang junction box. It uses advanced PIR technology to detect occupancy and turns lighting ON. Once the space is vacated and the time delay elapses, lights automatically turn OFF. DIP switch settings allow for a variety of control options such as Auto-ON or Manual-ON operation, walk-through, and test modes.

SmartSet™

Using SmartSet technology, the PW-100 continuously monitors the controlled space to identify usage patterns and automatically adjust the time delay for optimal energy efficiency. The sensor assigns short delays (as low as seven minutes) for times when the space is usually vacant, and longer delays (up to 30 minutes) for busier times. SmartSet is also able to differentiate electrical noise from human motion for greater performance.

Applications

The PW-100 sensor is well suited for small, enclosed spaces with clear line of sight of the occupant. Common applications include small office, small conference room and lunch/break rooms.

Features

- Detection Signature Processing eliminates false triggers and provides immunity to RFI and EMI
- Zero-crossing for long relay life
- Vandal resistant lens combines precise coverage with durability
- Choice of Auto-ON or Manual-ON operation
- Selectable SmartSet automatically adjusts time delay for maximum savings
- Selectable walk-through mode turns lights off three minutes after the room is initially occupied if no motion is detected after the first 30 seconds
- Selectable test mode allows quick and easy adjustments
- Selectable audible and/or visual alerts for impending shutoff
- In automatic mode, sensor returns automatically to Auto-ON after lights are turned off manually; ideal for presentations
- LED indicates occupancy detection
- Features built-in light level sensing with simple, one-step setup
- Override mode allows sensor to operate as a service switch in the unlikely event of a failure
- NEMA WD 7 guideline utilized for coverage testing

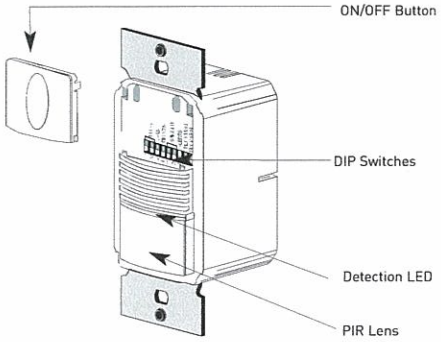
WattStopper | legrand
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Specifications

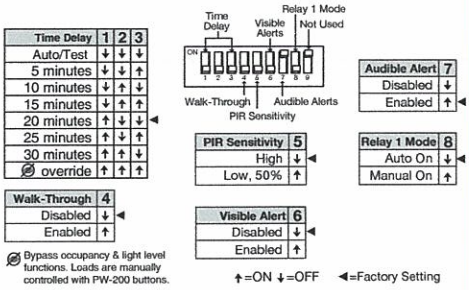
- PW-100: 120/230/277 VAC; 50/60 Hz
  @ 120 VAC, 0-800 W ballast or tungsten,1/6 hp
  @ 230/277 VAC, 0-1200 W ballast
- PW-100-347: 347 VAC; 50/60Hz, 0-1500 W ballast
- Time delays: SmartSet (automatic), fixed (5, 10, 15, 20, 25 or 30 minutes), walk-through, test-mode
- Coverage: Major motion 35'x 30'
  Minor motion 20' x 15'
- Sensitivity adjustment: PIR (high/low)
- Dimensions: 2.73" x 1.76" x 1.83" (69.3mm x 44.7mm x 46.5mm) L x W x D
- UL and CUL listed; five year warranty

Controls & Settings

Product Controls

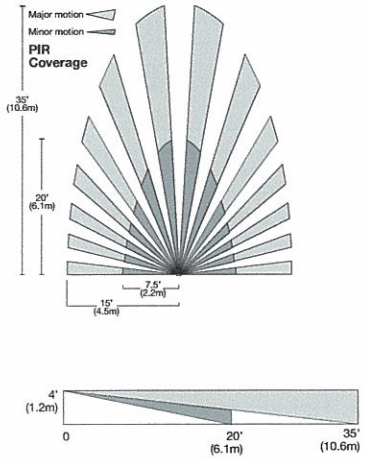


DIP Switch Settings



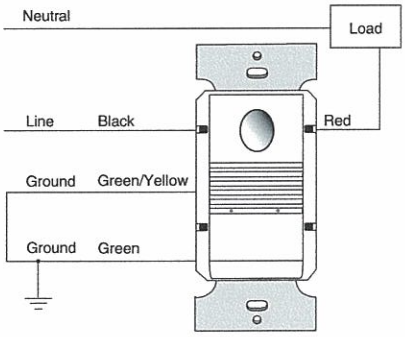
Coverage & Wiring

Coverage Pattern



* For best performance, Watt Stopper/Legrand recommends using this sensor in spaces no larger than 15' x 12'

PW-100/347 Single Level Lighting



Ordering Information

Catalog No.	Color	Voltage	Load Rating
☐ PW-100-W	White	120/230/277 VAC; 50/60 Hz	@ 120 VAC, 0-800 W ballast or tungsten,1/6 hp @ 230/277 VAC, 0-1200 W ballast
☐ PW-100-LA	Lt. Almond		
☐ PW-100-I	Ivory		
☐ PW-100-G	Grey		
☐ PW-100-B	Black		
☐ PW-100-347-W	White	347 VAC; 50/60 Hz	0-1500 Watt Ballast
☐ PW-100-347-LA	Lt. Almond		
☐ PW-100-347-I	Ivory		
☐ PW-100-347-G	Grey		
☐ PW-100-347-B	Black		

One ASP-211 single-gang cover plate included. Order ASP-422 for blank 2-gang cover plate, ASP-432 for 2-gang cover plate with switch option (specify color).

Pub. No. 23301

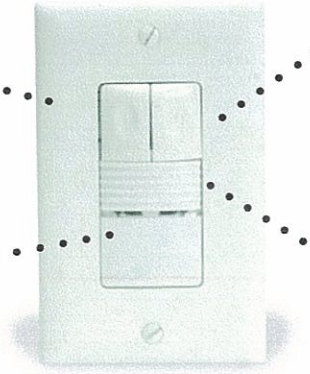
COMMERCIAL OCCUPANCY SENSORS & CONTROLS

PW-200 Passive Infrared Dual Relay Wall Switch Sensor

High sensitivity and dense coverage for exceptional performance

Two relays for control of two separate lighting loads or circuits

Color-matched lens and low profile for appealing design



- Selectable auto set, walk-through, test and presentation modes for increased energy savings and convenience

Part of a comprehensive line of PIR, Ultrasonic and Dual Technology wall switch sensors

PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

The PW-200 passive infrared (PIR) wall switch sensor turns lights ON and OFF based on occupancy. It contains two relays for controlling two independent lighting loads or circuits, and a variety of features.

Operation

The PW-200 replaces existing wall switches and fits in a single gang junction box. It uses advanced PIR technology to detect occupancy and turns lighting ON. Once the space is vacated and the time delay elapses, lights automatically turn OFF. Each of the PW-200's relays can control a separate lighting load and each can be set for either automatic or manual-ON. Dual ON/OFF buttons allow the user to manually turn on and off each of the loads. DIP switch settings allow for a variety of control options such as Auto-ON or Manual-ON operation, walk-through, and test modes.

Bi-Level Control

The PW-200 features a built-in light level sensor that controls the second (secondary) relay. If adequate daylight is present, the sensor will hold secondary lights off until daylight levels drop, providing increased energy savings. The PW-200 satisfies energy codes requiring bi-level or daylight control switching. The two relays in the sensor give it the ability to control two lighting loads independently. This provides A/B switching where the user can achieve half-lighting (or another desired portion) from a single switch.

Applications

The PW-200 sensor is well suited for small, enclosed spaces with a clear line of sight of the occupant. In addition, its dual relays allow bi-level switching or control of a secondary load. Common applications include small office, small conference room and lunch/break rooms.

Features

- Detection Signature Processing eliminates false triggers and provides immunity to RFI and EMI
- Zero-crossing on both relays for long relay life
- Vandal resistant lens combines precise coverage with durability
- Choice of Auto-ON or Manual-ON operation, selectable for each relay
- Selectable walk-through mode turns lights off three minutes after the room is initially occupied if no motion is detected after the first 30 seconds
- Test mode allows quick and easy adjustments
- Selectable audible and/or visual alerts for impending shutoff
- In automatic mode, sensor returns automatically to Auto-ON after lights are turned off manually; ideal for presentations
- LED indicates occupancy detection
- Optional light level sensing with simple setup
- Override mode allows sensor to operate as a service switch in the unlikely event of a failure
- Sensor coverage tested to NEMA Guide Publication WD 7-2000
- Qualifies for ARRA-funded public works projects

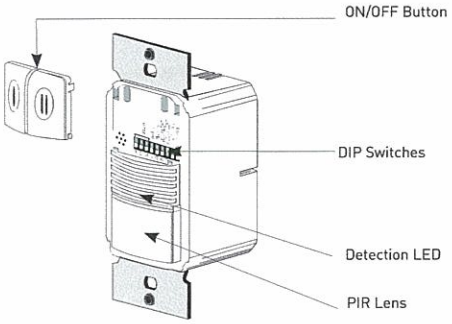
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Specifications

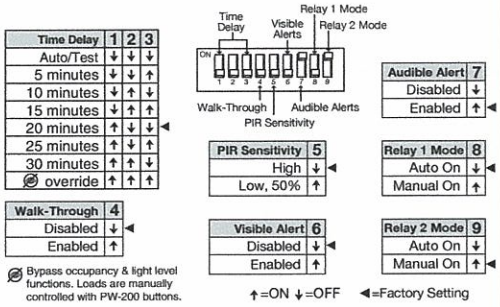
- PW-200: 120/230/277 VAC; 50/60 Hz
  @ 120 VAC, 0-800 W ballast or tungsten,1/6 hp
  @ 230/277 VAC, 0-1200 W ballast
- PW-200-347: 347 VAC; 50/60 Hz; 0-1500 W ballast
- Time delays: Auto set, fixed (5, 10, 15, 20, 25 or 30 minutes), walk-through, test-mode
- Coverage: Major motion 35' x 30'
  Minor motion 20' x 15'
- Sensitivity adjustment: PIR (high/low)
- Dimensions: 2.73" x 1.76" x 1.83" (69.3mm x 44.7mm x 46.5mm) L x W x D
- UL and cUL listed
- Five year warranty

Controls & Settings

Product Controls

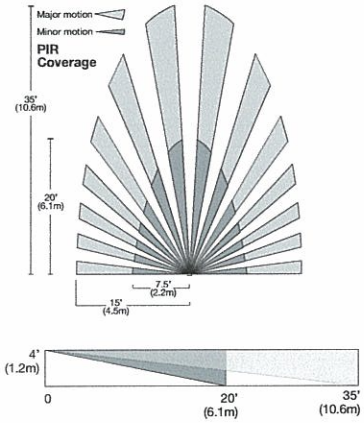


DIP Switch Settings



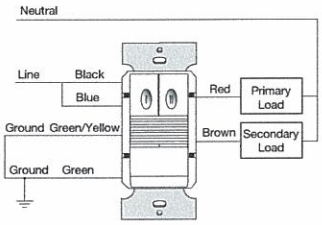
Coverage & Wiring

Coverage Pattern

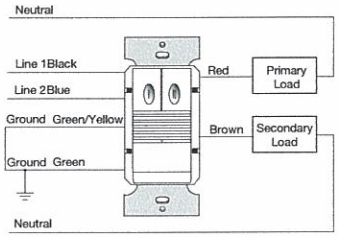


For best performance, WattStopper recommends using this sensor in spaces no larger than 15' x 12'.

Wiring Diagrams



Bi-level wiring



Two circuit wiring

Ordering Information

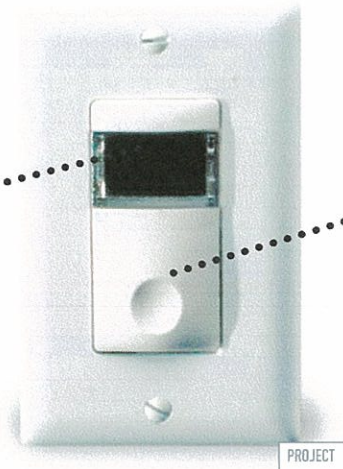
Catalog No.	Color	Voltage	Load Rating
☐ PW-200-W ☐ PW-200-W-U ☐ PW-200-W-FTA	White	120/230/277 VAC; 50/60 Hz	@ 120 VAC, 0-800 W ballast or tungsten,1/6 hp @ 230/277 VAC, 0-1200 W ballast
☐ PW-200-LA	Lt. Almond		
☐ PW-200-I ☐ PW-200-I-U ☐ PW-200-I-FTA	Ivory		
☐ PW-200-G	Grey		
☐ PW-200-B	Black		
☐ PW-200-347-W	White	347 VAC; 50/60 Hz	0-1500 W ballast
☐ PW-200-347-LA	Lt. Almond		
☐ PW-200-347-I	Ivory		
☐ PW-200-347-G	Grey		
☐ PW-200-347-B	Black		

One ASP-211 single-gang cover plate included. Order ASP-422 for blank 2-gang cover plate, ASP-432 for 2-gang cover plate with switch option (specify color).

Pub. No. 23504 rev. 10/2009

OCCUPANCY SENSORS | Time Switch

TS-400 Digital Time Switch



PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

The InteliSwitch TS-400 series digital time switches automatically turn lights off after a preset time. The simple pushbutton operation provides users with convenient time out lighting control without the nuisance of twist timers.

Operation

The TS replaces an existing wall switch. The TS-400 operates between 100 and 300 volts. Pressing the TS's on/off button turns lights on. The lights will remain on for the duration of the time-out setting which is adjustable from 5 minutes to 12 hours. Lights can be turned off before the time-out setting expires by pressing the on/off button. Also, the unit can be reset at any time by holding down the on/off button for 2 seconds. This will bring the timer back to its original time out setting and restart the countdown.

Time Scroll Overrides

The time scroll option allows users to temporarily override the time out setting without adjusting the settings. Time scroll is selected with the calibration button. With time scroll programmed to "UP", lights can be held on longer than the time out period. With time scroll programmed to down "DN", lights can be turned off sooner than the time out period. Pressing the on/off switch for more than 4 seconds causes the timer to scroll in the set direction throughout the possible time out settings.

Applications

The TS is an ideal lighting control choice in equipment rooms, storage areas, and closets.

Features

- Time-out settings range from 5 minutes to 12 hours for flexibility in fitting many applications
- Optional flash and beep warnings allow time to reset the switch if someone is present
- Time scroll option provides temporary override of the preset time out period
- Simple reset feature for returning the switch to its original preset time-out setting
- Electroluminescent back-lit LCD shows timer countdown
- Terminal style wiring simplifies installation
- Zero crossing reduces stress on the relay and increases product longevity
- Pushbutton programming gives the TS an easy set up process
- Setting the time-out for 2 hours and time scroll to down allows Title 24 compliance for using override switches

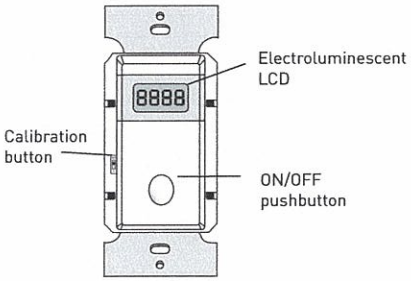
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800.879.8585

Specifications

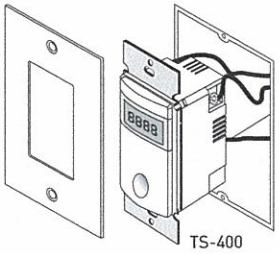
- TS-400: Universal 120/230/277 VAC; 50/60 Hz
- Time-out adjustments range from 5 minutes to 12 hours (5 minute increments to 1 hour, then 15 minute increments to 12 hours)
- Optional visual warning: flashes lights at 5 minutes and 1 minute prior to time-out
- Optional audible warning: beeps every 5 seconds at 1 minute prior to time-out
- No minimum load requirement
- Compatible with all electronic ballasts and motor loads
- Dimensions: 2.66" x 1.79" x 1.76" (67.5mm x 45.5mm x 44.7mm)
- UL and CUL listed; Five year warranty

Controls & Installation

Product Controls

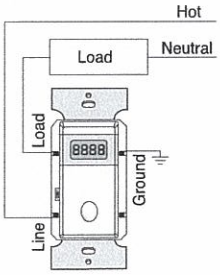


Installation

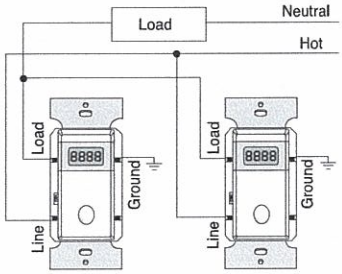


Wiring

TS-400 Single Level Lighting



TS-400 3-Way Lighting



Ordering Information

Catalog No.	Color	Voltage	Load Requirement
☐ TS-400-W	White	120 VAC; 50/60 Hz or 230/277 VAC; 50/60 Hz	0-800 Watt ballast or 0-1200 Watt ballast
☐ TS-400-I	Ivory		
☐ TS-400-A	Lt. Almond		
☐ TS-400-B	Black		
☐ TS-400-G	Grey		

One ASP-211 single-gang cover plate included. Order ASP-422 for blank 2-gang cover plate, ASP-432 for 2-gang cover plate with switch option (specify color).

Pub. No. 15204

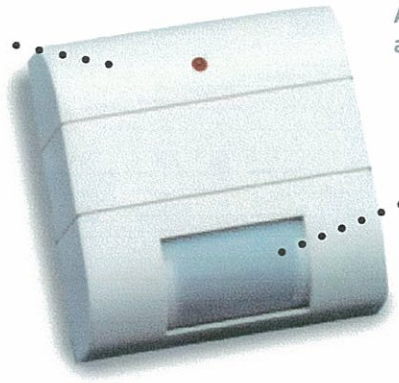
COMMERCIAL OCCUPANCY SENSORS & CONTROLS

WPIR Passive Infrared Ceiling Sensor

PIR sensor turns lights on and off based on occupancy

User-adjustable time delay of 30 seconds to 30 minutes

Automatic or manual-on operation when used with a BZ-150 Power Pack



ASIC technology reduces components and provides greater reliability

30-segment, multi-element Fresnel lens

PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

WattStopper's WPIR Sensor is a versatile ceiling-mount sensor that utilizes the latest passive infrared (PIR) technology to turn lights on and off based on occupancy. The WPIR controls lighting in a wide variety of applications, but is especially adept at controlling small spaces with well-defined coverage.

Operation

The WPIR Ceiling Sensor utilizes the latest PIR technology to detect the difference between the infrared energy from a person in motion and the background space within the controlled area. When occupancy is detected, this 24 VDC sensor turns lighting or HVAC systems on through a WattStopper power pack controlled through low voltage wiring. When occupants leave the area, lighting is switched off after the user-adjustable time delay has elapsed.

Fresnel Lens and Coverage

The WPIR is equipped with a multi-element Fresnel lens that allows the sensor to efficiently collect infrared energy and provides optical gain over a defined field of view. The profile of each groove facet is determined by computer simulation to produce the sharpest images possible from a distant object. The use of a 30-segment lens allows overlapping coverage within the defined field of view. The coverage is partially determined by the view available to the sensor. Mounted to a wall, the WPIR will produce a completely different viewing pattern. Zone 4 and 5 (see diagram on back) are then capable of sensing up to 45 feet.

Applications

The WPIR can effectively cover small offices, utility areas or computer rooms. Additional applications include racquetball courts, garage areas, library aisleways and storage rooms.

Features

- ASIC technology enhances reliability and provides immunity to RFI and EMI
- Uses the latest PIR technology to reliably control lighting in a variety of applications
- User-adjustable time delay of 30 seconds to 30 minutes
- Incorporated daylight filter prevents short-wavelength infrared waves, such as those emitted by the sun, from affecting WPIR
- Multi-element Fresnel lens allows the sensor to efficiently collect infrared energy and provide optical gain over a defined field of view
- Alternate viewing patterns depending on mounting choice
- Optional on override through logic key/on bypass
- LED indicates occupancy detection
- Qualifies for ARRA-funded public works projects

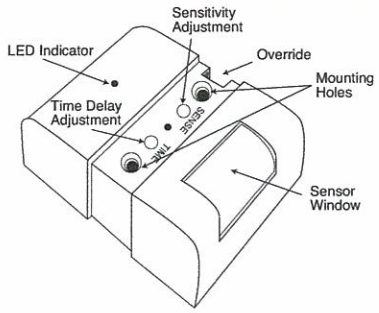
WattStopper®
www.wattstopper.com
800.879.8585

Specifications

- Dual-element, temperature compensated pyroelectric sensor
- Adjustable time delay: 30 seconds to 30 minutes
- Poly IR4 lens, optical filter material
- Control output: 100mA maximum
- Max. units per power pack: B = eight; BZ = ten
- Dimensions: 2.5" x 2.5" x 1.14" (64mm x 64mm x 29mm) W x L x D
- UL and cUL listed
- Five year warranty

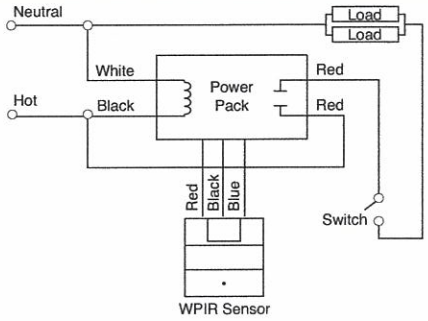
Wiring & Controls

Product Controls



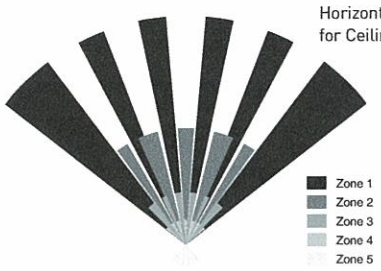
Factory preset 30-minute time delay for maximum sensitivity

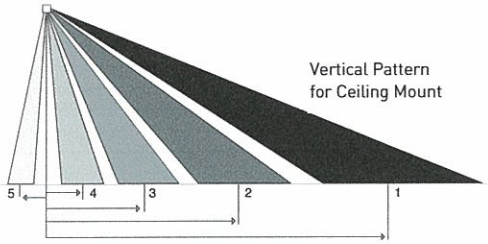
Wiring Diagram



Coverage & Placement

Coverage Pattern



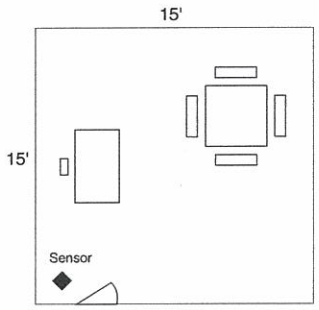


Detection Zones

Ceiling Height	Zone 5	Zone 4	Zone 3	Zone 2	Zone 1
8'	-1	1	4	8	15
10'	-1.5	1.5	5	10	19
12'	-2	2	6	12	23
15'	-2.5	2.5	8	15	29
20'	-3	3	10	18	36
25'	-4	4	12	23	45
*8'	50	40	25	15	5

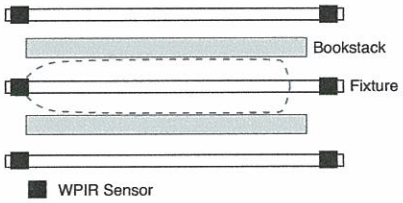
* Wall mounted Horizontally

Typical Office Placement



For an enclosed office, the WPIR should be placed in the corner of the room so that it will detect occupants as they enter the room. For the aisleway between bookstacks, the WPIR should be placed at the end of each bookstack to detect occupancy upon entrance to the aisle way from either direction. For longer bookstacks, two or more WPIRs can be used.

Aisleway Library Bookstack Placement



Ordering Information

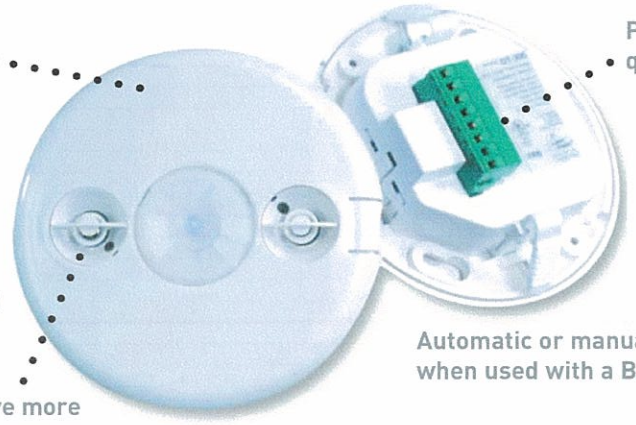
Catalog No.	Voltage	Current	Coverage
☐ WPIR	24 VDC	14 mA	300 ft² (27.9 m²)

All units are white and use WattStopper power packs.

Pub. No. 0612 rev. 10/2009

COMMERCIAL OCCUPANCY SENSORS & CONTROLS

DT-300 Series Dual Technology Ceiling Sensors



PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

The DT-300 Series Dual Technology Ceiling Sensors combine the benefits of passive infrared (PIR) and ultrasonic technologies to detect occupancy. Sensors have a flat, unobtrusive appearance and provide 360 degrees of coverage.

Operation

Low voltage DT-300 Series sensors utilize a WattStopper power pack to turn lights on when both PIR and ultrasonic technologies detect occupancy. They can also work with a low voltage switch for manual-on operation. PIR technology senses motion via a change in infrared energy within the controlled area, whereas ultrasonic uses 40KHz high frequency ultrasound. Once lights are on, detection by either technology holds them on. When no occupancy is detected for the length of the time delay, lights turns off. DT-300 Series Sensors can also be set to trigger lights on when either technology or both detect occupancy, or to require both technologies to hold lighting on.

Auto Set

The DT-300 requires no adjustment at installation. Auto set continuously monitors the controlled space to identify usage patterns. Based on these patterns, the unit automatically adjusts time delay and sensitivity settings for optimal performance and energy efficiency. Sensors assigns short delays (as low as five minutes) for times when the space is usually vacant, and longer delays (up to 30 minutes) for busier times.

Application

DT-300 Series Dual Technology Sensors have the flexibility to work in a variety of applications, where one technology alone could cause false triggers. Ideal applications include classrooms, open office spaces, large offices and computer rooms. The DT-300 Series mounting system makes them easy to install in ceiling tiles or to junction boxes, providing the flexibility to be used in a wide range of spaces.

Features

- Advanced control logic based on RISC microcontroller provides:
  - Detection Signature Processing eliminates false triggers and provides immunity to RFI and EMI
  - Walk-through mode turns lights off three minutes after the area is initially occupied – ideal for brief visits such as mail delivery
  - Available with built-in light level sensor featuring simple, one-step setup
- Sensors work with low-voltage momentary switches to provide manual control
- Patented ultrasonic diffusion technology spreads coverage to a wider area
- LEDs indicate occupancy detection
- Uses plug terminal wiring system for quick and easy installation
- Eight occupancy logic options provide the ability to customize control to meet application needs
- Available with isolated relay for integration with BAS or HVAC
- Qualifies for ARRA-funded public works projects

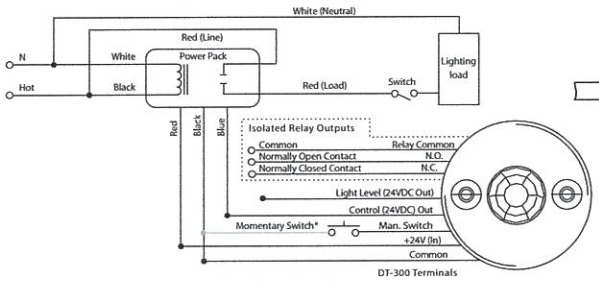
WattStopper®
www.wattstopper.com
800.879.8585

Specifications

- 24 VDC/VAC
- Ultrasonic frequency: 40kHz
- Time delays: Auto set, fixed (5, 10, 15, 20, or 30 minutes), Walk-through/Test Modes
- Sensitivity adjustment: Auto set; reduced sensitivity (PIR); variable with trim pot (ultrasonic)
- Built-in light level sensor: 10 to 300 footcandles (107.6 to 3,229.2 lux)
- Low-voltage, momentary switch input for manual on or off operation
- DT-300 contains an isolated relay with N/O and N/C outputs; rated for 1 Amp @ 30 VDC/VAC
- Multi-level Fresnel lens provides 360° coverage
- Mounting options: ceiling tile; 4" octagonal J-box, 1.5" deep
- Max DT-300s per power pack: B=2 , BZ=3
  Max DT-305s per power pack: B=3, BZ=4
- Dimensions: 4.50" diameter x 1.02" deep (114.3mm x 25.9mm)
- UL and cUL listed
- Five year warranty

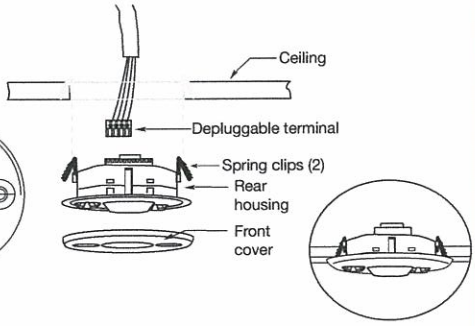
Wiring & Mounting

Wiring Diagram



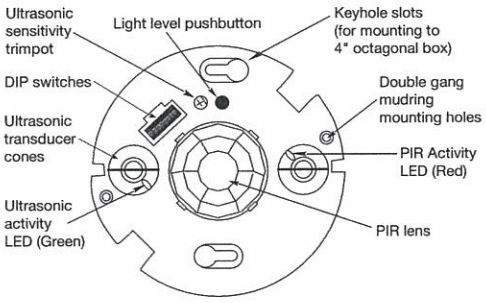
*Momentary switch connection is optional.
Connect only when momentary switch is installed.

Ceiling Mounting



Controls & Settings

Product Controls



DIP Switch Settings

◀ = Factory Setting
● = ON
– = OFF

Occupancy Logic	Switch# 1	2	3
Standard ◀	–	–	–
Option 1	●	–	–
Option 2	–	●	–
Option 3	●	●	–
Option 4	–	–	●
Option 5	●	–	●
Option 6	–	●	●
Option 7	●	●	●

Time Delay	4	5	6
5 sec/SmartSet 🚶	–	–	–
5 minutes	–	–	●
10 min. 🚶	–	●	–
10 minutes	–	●	●
15 min. 🚶	●	–	–
15 minutes	●	–	●
20 minutes ◀	●	●	–
30 min. 🚶	●	●	●

🚶 = walk-through mode

Occupancy Logic	Trigger	Initial Occupancy	Maintain Occupancy	Re-trigger (seconds duration)
Standard	Both	Either	Either(5)
Option 1	Either	Either	Either(5)
Option 2	PIR	Either	Either(5)
Option 3	Both	Both	Both(5)
Option 4	PIR	PIR	PIR(5)
Option 5	Ultra	Ultra	Ultra(5)
Option 6	Man.	Either	Either(30)
Option 7	Man.	Both	Both(30)

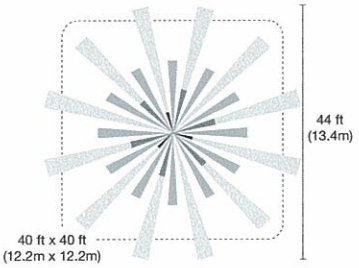
LEDs	7
Disabled	–
Enabled ◀	●

PIR Sensitivity	8
Minimum	–
Max./SmartSet ◀	●

The technology control (occupancy logic) options are adjustable by user. The standard setting recommended for most applications requires both technologies to trigger on, either to hold on.

Coverage

Coverage Pattern



Coverage shown is maximum and represents half-step walking motion. Under ideal conditions, coverage for half-step walking motion can reach up to 1000 ft².

Ordering Information

Catalog No.	Voltage	Current	Coverage	Features
☐ DT-300 ☐ DT-300-U	24 VDC/VAC	43 mA	up to 1000 ft² (92.9 m²)	Isolated relay, light level
☐ DT-305 ☐ DT-305-U	24 VDC/VAC	35 mA	up to 1000 ft² (92.9 m²)	

Sensors are white and use WattStopper power packs. Current consumption can be slightly higher when only one sensor per power pack is used.

Pub. No. 14907 rev.10/2009

WT Ultrasonic Ceiling Sensors



PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former Administration Building

Product Overview

Description

Watt Stopper/Legrand's WT Ultrasonic Ceiling Sensors utilize 32 KHz frequency ultrasonic technology to detect occupancy. The sensors are available in several models to control lighting in a wide variety of applications.

Operation

WT Sensors are 24 VDC and utilize advanced, omni-directional, Doppler technology. When movement is detected in a controlled area, it switches lighting on through a Watt Stopper/ Legrand power or auxiliary pack. The sensor controls the power pack through low voltage wiring. Once the area is vacated and the time delay has elapsed, lighting systems automatically switch off.

Advanced Signal Processing (ASP)

WT Sensors use Watt Stopper/Legrand's ASP circuitry, which filters out moving air noise by checking for small cyclical changes found in turbulent air. This helps to eliminate false on problems found in sensors without ASP.

Applications

WT sensors offer excellent control of lighting for many areas of a building. The sensors are designed to effectively control offices, restrooms, storage areas and open office areas, and can control large partitioned office spaces when configured in zone patterns. The WT can be used with BD Din Rail Mounted Power Packs and low-voltage momentary wall switches to achieve manual-on/auto-off control. The WT sensors' superior performance and ease of installation will provide fast paybacks and many years of energy savings.

Features

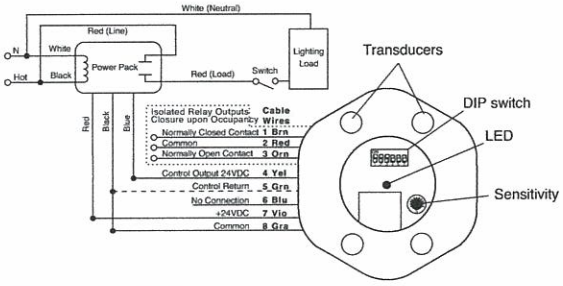
- ASP circuitry helps to eliminate false on
- Advanced, omni-directional, Doppler technology for reliable occupancy detection
- Angled transmitter and receiver pairs help optimize sensitivity while eliminating unwanted detection from ceiling air movement
- Coverage ranges from 600 to 2200 square feet, and 90 linear feet for hallways
- Isolated relay can interface with HVAC, EMS or an additional lighting load
- DIP switch-adjustable time delay and sensitivity
- LED indicates occupancy detection

Specifications

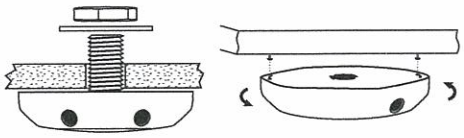
- Solid state, crystal-controlled (32.768 kHz ± 0.002%)
- Omni-directional transmission (360° coverage)
- Temperature and humidity resistant 32 kHz receivers
- Digital DIP switch time delay: 15 seconds to 30 minutes
- Isolated relay with N/O and N/C outputs; rated for 1 Amp @ 30 VDC/VAC
- Mounts to ceiling tile or Wiremold V5738-WH box
- Max. WT-605s per power pack: B=4, BZ=5
  Max. WT-600s per power pack: B= 3, BZ=4
  Max. WT-1105s, WT-2205s, WT-2255s: B=3, BZ=5
  Max. WT-1100s, WT-2200s, WT-2250s: B=2, BZ=3
- Dimensions: 4.8" x 1.5" (122mm x 38mm) diameter x depth
- UL and CUL listed; five-year warranty

Wiring, Installation & Placement

Wiring & Controls



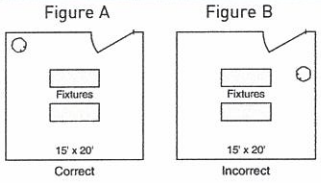
Installation



Mount the sensors to a vibration-free surface with the receivers facing the area of coverage.

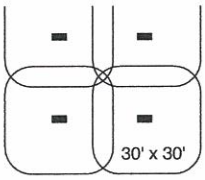
Note: Place 4' away from supply ducts, 6' from horizontal discharge ducts and 6" from power packs.

Enclosed Office Placement



For enclosed spaces, place sensors as in Figure A. Sensors placed as in Figure B may see out the door and cause false triggers.

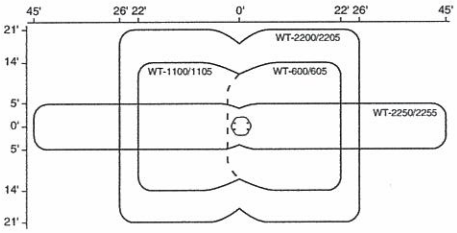
Open Office Placement



A typical layout for an open office space would be to place W-2000A sensors so they control zones that overlap. For partitioned spaces, a typical zone is about 25' x 25' with an overlap on the coverages that senses motion up to 30' x 30'.

Coverage & Settings

Coverage



Coverages shown represent half-step walking motion. Actual coverages can vary for each application depending on the shape and use of space and the obstacles present. Coverage may be reduced if product is mounted greater than 12 feet high.

DIP Switch Settings

◀ = factory preset
●=ON –=OFF

Time Delay	DIP Switch # 1	2	3	4	5	6
15 seconds	●	–	–	–	–	–
2 minutes	–	●	–	–	–	–
4 minutes	–	–	●	–	–	–
6 minutes	–	●	●	–	–	–
8 minutes	–	–	–	●	–	–
10 minutes	–	●	–	●	–	–
12 minutes	–	–	●	●	–	–
14 minutes	–	●	●	●	–	–
16 minutes	–	–	–	–	●	–
18 minutes	–	●	–	–	●	–
20 minutes ◀	–	–	●	–	●	–
22 minutes	–	●	●	–	●	–
24 minutes	–	–	–	●	●	–
26 minutes	–	●	–	●	●	–
28 minutes	–	–	●	●	●	–
30 minutes	–	●	●	●	●	–
Output Disable	–	–	–	–	–	–
Override						●

Ordering Information

Catalog No.	Voltage	Current	Coverage	Feature
☐ WT-605	24 VDC	27 mA	360° one-sided, 600 ft² (55.7 m²)	
☐ WT-600	24 VDC	37 mA	360° one-sided, 600 ft² (55.7 m²)	Isolated relay
☐ WT-1105	24 VDC	30 mA	360° two-sided, 1100 ft² (102.2 m²)	
☐ WT-1100	24 VDC	40 mA	360° two-sided, 1100 ft² (102.2 m²)	Isolated relay
☐ WT-2205	24 VDC	30 mA	360° two-sided, 2200 ft² (204.4 m²)	
☐ WT-2200	24 VDC	40 mA	360° two-sided, 2200 ft² (204.4 m²)	Isolated relay
☐ WT-2255	24 VDC	30 mA	360° two-sided, 90 linear ft (27.4 m)	
☐ WT-2250	24 VDC	40 mA	360° two-sided, 90 linear ft (27.4 m)	Isolated relay

All units are white and use Watt Stopper power packs. Current consumption can be slightly higher when only one sensor per power pack is used.

Pub. No. 6406

BZ-50 Universal Voltage Power Pack

RoHS compliant

High-efficiency switching power supply

Overcurrent protection (low-voltage)



Plenum rated

120/230/277VAC, 50/60Hz

Zero crossing for reliability and increased product life

PROJECT	3rd Floor Remodel
LOCATION/TYPE	Former administration Building

Product Overview

Description

The BZ-50 Universal Voltage Power Pack provides 24 VDC operating voltage to Watt Stopper's low-voltage occupancy sensors. This device is constructed with environmentally friendly materials and is RoHS-compliant.

Operation

The BZ-50 consists of a high-efficiency switching power supply and a high-current relay. It has an input of 120-277 VAC, 50/60Hz, and an output of 24VDC, 225mA. It turns the connected load on and off automatically based on occupancy sensor input.

Plenum Rated

The BZ-50 Power Pack is comprised of Teflon-coated low-voltage leads and an ABS, UL 2043 and 94V-0 plastic resin enclosure that is plenum-rated. As a result, the BZ-50 does not require installation into the junction box, but can be cost-effectively installed directly into the plenum.

Applications

The BZ-50 Power Pack is designed to be flexible enough to control almost any lighting or HVAC load, such as lighting circuits, self-contained air conditioners, pumps, fans, motors, VAV systems, motorized damper controls and setback thermostats. The BZ-50 is well-suited for any application which requires high-voltage switching through low-voltage controls. By linking power packs and sensors, an almost unlimited number of configurations can be obtained.

Features

- Self-contained power supply relay system
- Efficient switching power supply providing optimized current output based on number of sensors
- LED indicates status of relay or if there is a low-voltage overcurrent
- RoHS-compliant
- Zero crossing circuitry for reliability and increased product life
- UL 2043 plenum rated for cost-effective installation
- 1/2" snap-in nipple attaches to standard electrical enclosures through 1/2" knockouts
- 14 AWG wires on the relay for 20A operation

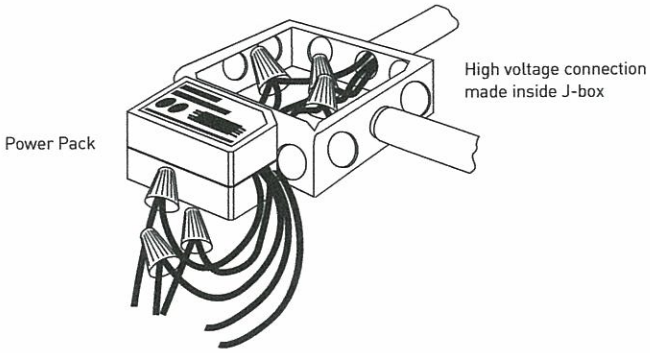
WattStopper | legrand
www.wattstopper.com
800.879.8585

Specifications

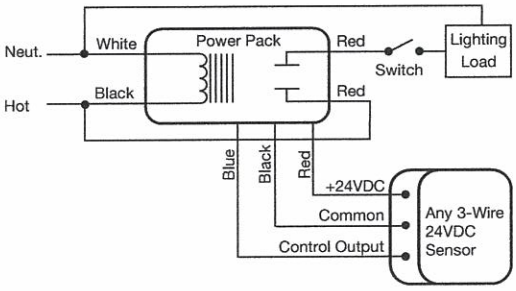
- 120/230/277VAC, 50/60Hz voltage input
- Secondary voltage of 24 VDC
- Secondary output of 225 mA (with relay connected)
- Low-voltage leads are rated for 300 volts
- UL-rated 94 V-O grey plastic enclosure
- Dimensions: 1.6" x 2.75" x 1.6" (40.6mm x 69.9mm x 40.6mm) H x W x D with a 1/2" (12.7mm) snap-in nipple
- UL and CUL listed; five-year warranty

System Layout & Wiring

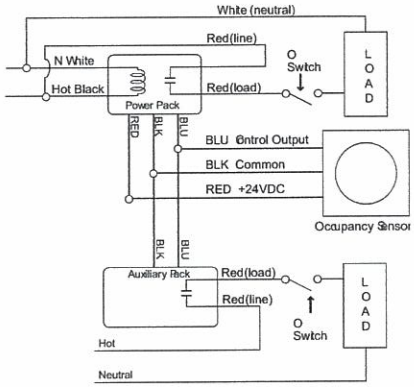
Installation Diagram



Wiring with Occupancy Sensor



Auxiliary Relay Pack with Sensor



Ordering Information

Catalog No.	Input Voltage	Load Ratings Ballast(A)	Incan(A)	Motor(HP)	Output
☐ BZ-50	120/230/277VAC; 50/60Hz	20	20	1*	24 VDC; 225 mA**

*1 Hp rated at 120/250 VAC. **Output is 225 mA with relay connected.

Installation Notes

1) All Watt Stopper power packs should be installed in accordance with state. local, and national electrical codes and requirements.
2) Power packs are designed to attach to existing or new electrical enclosures with .5" 125.40mmJ knockout (check electrical codes in your area).
3) Most applications require UL-listed, 18-22 AWG, 3-conductor, Class 2 cables for low-voltage wiring. For plenum return ceilings use UL-listed plenum-approved cables.

Pub. No. WS-07-27301

AI-23517 **20.A.6.**

Request for Payment from Valtex -Doors and Frames for Old Admin Blg
CC REGULAR

Date:	10/19/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Hidalgo County

Information

CAPTION

Approval of Request for Final Payment-Invoice No. 018804-3 in the amount of $12,885.00 submitted by Valtex Insulation, Co., awarded contractor for "Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" - (Contract #10-020A-04-20).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Available balance of $1,579,012.17 as of 10/15/10. (Refer to PO #641212)

Attachments

Link: Valtex Inv

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2010 11:43 AM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 01:48 PM	APRV
3	Olga Garza	Olga Garza	10/15/2010 04:42 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Moises Salazar Started On: 10/15/2010 10:28 AM

Final Approval Date: 10/15/2010

Valtex

6 Oct 2010

INVOICE

P.O. BOX 3095
McALLEN, TX 78502
Phone (956) 383-8163 Fax (956) 383-8162

INVOICE #018804-3
DATE: OCTOBER 6, 2010

TO:
ACCOUNTS PAYABLE
Hidalgo County
100 E. Cano 2nd floor
Edinburg, TX 78539

JOB SITE:
Hidalgo County
Doors and Frames for Old Administration Building
3rd floor renovations
PROJECT# 2010-020A-03-10 MSS

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPING	F.O.B. POINT	TERMS
Emilio Trevino	641212	Purchasing Dept.	included		Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6	Doors without viewing glass – door #'s (6,9,20,21,22,23)	11.00	660.00
6	Doors with viewing glass – door #'s (15,24,42,43,45,46)	165.00	990.00
43	¼" clear glass for side frames	33.07	1,422.00
1	Complete aluminum door unit	2,100.00	2,100.00
1	Rain glass (change order)	1,975.00	1,975.00
1	Sidelite frame	410.00	410.00
	LABOR TO INSTALL FRAMES, DOORS,HARDWARE, AND GLASS		5,328.00
		SUBTOTAL	12,885.00
		SALES TAX	Exempt
		LABOR	INCLUDED
		TOTAL DUE NOW	12,885.00

10/9/10

Make all checks payable to: VALTEX
If you have any questions concerning this invoice, contact: JESSICA PADILLA (956) 383-8163 JPADILLA@VALTEXINC.COM

Thank you for your business!

GOOD SERVICES RECEIVED BY: 3rd Floor Renovation ON

INVOICE RECEIVED BY: Alma ON 10/6/10

AI-23502 **20.A.7.**

Approval-Phase 1-AIA w/ERO International, LLP
CC REGULAR

Date:	10/19/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and approval to proceed with Phase I: Existing Conditions of the AIA Document B141-1997-Part 1 standard form of agreement between Hidalgo County and ERO International, LLP in connection with the preparation of drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) for the Courthouse-Annex and surrounding areas as more specifically detailed in document attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:

Available balance as of 10/15/10.

Attachments

Link: AIA Doc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/14/2010 03:48 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 04:04 PM	APRV
3	Olga Garza	Olga Garza	10/15/2010 09:46 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Marty Salazar — Started On: 10/14/2010 02:28 PM

Final Approval Date: 10/15/2010

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 **INITIAL INFORMATION**

1.2 **RESPONSIBILITIES OF THE PARTIES**

1.3 **TERMS AND CONDITIONS**

1.4 **SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

1.5 **COMPENSATION**

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the Twenty-third day of December in the year Two-Thousand and Eight.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

and the Architect:
(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:
(Include detailed description of Project)

Phase I:
EXISTING CONDITIONS
Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:
(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D " Appendix A)
(A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSSESSMENT
(B) NEEDS ANALYSIS AND PROGRAMMING
Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

Init.
/

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User Notes:
(1052290373)

Phase II (B) Needs Analysis & Programming.

Phase III:
DESIGN AND CONSTRUCTION
Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an **"As Needed Basis"** as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.
No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Evaluate existing courthouse for possible renovation.

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 North Closner, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

N/A

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
.3 A stipulated amount of $216,580.00 for Architectural services for Phase I.
.4 A stipulated amount of $95,000.00 for Architectural services for Phase II (A);
.5 A stipulated amount of $125,000.00 for Phase II (B);
.6 An allowance of $20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
.7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court
Phase II (A) – 3 months period upon approval of Commissioners' Court

Init.
/
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User Notes: (1052290373)

Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor, Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

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User Notes: (1052290373)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

(Signature)	*(Signature)*
Eli R. Ochoa, PE, AIA-Managing Partner	Juan D. Salinas III, County Judge
(Row deleted)	
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall LLP	
By:	
(Signature)	*(Signature)*
Steven L. Crain	Arturo Guajardo, Jr., County Clerk

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User Notes:

AI-23393 **20.A.8.**

BCAP-Millennium Engineers Group, Inc. South Tower Estates and Red Barn Subdivisions Precinct No.2

CC REGULAR

Date:	10/19/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of claims/invoices from Millennium Engineers Group, Inc. totaling $4,024.18 for material testing on South Tower Estates Subdivision contract no. C-CAP-05-013-06-01 and Red Barn Subdivision contract no. C-CAP-08-023a-09-02 which required work authorization(s) and erroneously not requested.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization)no work authoriztion was completed.

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

FISCAL YEAR: 0 ACCT. #: 0-1311-431-00-122-605-1-339

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

BUDGETARY IMPACT:

Red Barn Subdivision Pending LIT AI-23437 and AI-23438 10/19/10

Attachments

Link: Invoice# 05M248-16 South Tower Estates Subdivision San Carlos Street

Link: Invoice# 05M248-17 South Tower Estates Subdivision San Carlos Street

Link: Invoice# 05M252-1 South Tower Estates Subdivision Santa Clara Street

Link: Invoice# 05M252-3 South Tower Estates Subdivision Santa Clara Street

Link: Invoice# 09M50-1 Red Barn Subdivision

Link: Invoice# 09M50-2 Red Barn Subdivision

Link: Invoice# 09M50-3 Red Barn Subdivision

Link: Invoice# 09M50-6 Red Barn Subdivision

Link: Invoice# 09M50-8 Red Barn Subdivision

Link: Invoice# 09M50-9 Red Barn Subdivision

Link: Invoice# 09M50-10 Red Barn Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	10/13/2010 10:36 AM	APRV
2	Purchasing Department	Marty Salazar	10/14/2010 01:37 PM	APRV
3	Budget & Management	Sylvia Solis	10/14/2010 01:38 PM	APRV
4	Roland Garcia	Rolando Garcia	10/15/2010 05:06 PM	APRV
5	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Marcie Jackson Started On: 10/07/2010 09:26 AM

Final Approval Date: 10/15/2010

Invoice

Date	Invoice #
6/16/2006	05M248-16

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-05-013-06-01 6/05-12/06

DIRECT PAYMENT REF. P.O.# 563981
CLAIMS AI-23393 10/19/10
0-1200-431-00-122-006-0-339→ $172.41
SOUTH TOWER ESTATES SAN CARLOS

Terms	Due Date	MEG Project
	7/16/2006	05M248-TowerSanCarlosLocalParticpPO563981

Description	Qty	Rate	Amount
Field Density Test (Nuclear)	3	18.00	54.00
Vehicle Trip Charge	30	0.38	11.40
Administrative/ Clerical	0.5	40.00	20.00
Technician Soils	2.25	38.67	87.01

We thank you for your prompt payment. Please remit to the above address.

Total	$172.41
Payments/Credits	$0.00
Balance Due	$172.41

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.

Engineering, Geotechnical & Construction Materials Testing and Inspection, Pavement Engineering

Field Density Test Report

Project Description: South Tower Subdivision (San Carlos)
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: D.M. Roth Excavating

Report Number: 05M248-16-1
Date Tested: 06-09-06
Date Reported: 06-09-06
Material Description: Limed Caliche
Area Tested: San Carlos Dr.

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Limed Caliche	-2 + 3	17.4	114.7	98%	8"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	San Carlos Dr. Approx. 100' S of San Angelo Dr. South Bound Lane	16.6	%	113.0	pcf	98.5%	8 1/2"
2	San Carlos Dr. Approx. 450' S of San Angelo Dr. South Bound Lane	17.0	%	113.8	pcf	99.2%	8 1/4"
3	San Carlos Dr. Approx. 800' S of San Angelo Dr. Center Lane	16.3	%	113.4	pcf	98.9%	8 1/2"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Invoice

Date	Invoice #
6/16/2006	05M248-17

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAD-05-013-06-01 6/05 - 12/06

DIRECT PAYMENT REF. P.O.# 563981
CLAIMS AI-23393 10/19/10
0-1200-431-00-122-006-0-339→ $157.40
SOUTH TOWER ESTATES SAN CARLOS

Terms	Due Date	MEG Project
	7/16/2006	05M248-TowerSanCarlosLocalParticpPO563981

Description	Qty	Rate	Amount
Field Density Test (Nuclear)	2	18.00	36.00
Vehicle Trip Charge	30	0.38	11.40
Administrative/ Clerical	0.5	40.00	20.00
Technician Asphalt	2.25	40.00	90.00

We thank you for your prompt payment. Please remit to the above address.

Total	$157.40
Payments/Credits	$0.00
Balance Due	$157.40

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Summary of Asphalt Rolling Pattern Report

Project Description: South Tower Subdivision (San Carlos)
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: D.M. Roth Excavating

M.E.G. Report Number: 05M248-17-1
Date Tested: 06-12-06
Date Reported: 06-14-06
Location Tested: San Carlos Drive
Material Source: N/A

Pattern No.	Test Station and Location	Density, %	Air Voids, %
1	San Carlos Drive 100' S of San Angelo Drive South Bound Lane	94.3	6.7
2	San Carlos Drive 600' S of San Angelo Drive South Bound Lane	93.9	6.1

Remarks: A rolling Patern was established using a Thin Layer Nuclear Density Gauge. An Ingram steel-wheeled breakdown roller and an Ingersol Rand steel-wheeled vibratory roller (Model DD-32) were used for the initial and intermidiate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of a pnumatic roller after the initial rolling operation. Target Maximum Density used was 160 lbs/cf TxDot Item 340 specifies 91 to 95 percent density.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group

MEG ENGINEERS

Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
2/3/2006	05M252-1

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-05-013-06-01 6/05-12/06

DIRECT PAYMENT REF. P.O.# 563981
CLAIMS AI-23393 10/19/10
0-1200-431-00-122-006-0-339→ $472.28
SOUTH TOWER ESTATES SANTA CLARA

Terms	Due Date	MEG Project
	3/5/2006	05M252-TowerSantClaraCSJ502053521PO563981

Description	Qty	Rate	Amount
Atterberg Limits of Soils	2	45.00	90.00
Sieve Analysis (Washed)	1	50.00	50.00
Wet Ball Mill	1	150.00	150.00
Vehicle Trip Charge	20	0.38	7.60
Administrative/ Clerical	0.5	40.00	20.00
Technician Soils	4	38.67	154.68

We thank you for your prompt payment. Please remit to the above address.

Total	$472.28
Payments/Credits	$0.00
Balance Due	$472.28

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.

Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Base Material Report

Project Description:	South Tower Subdivision (Santa Clara)	**M.E.G. Report Number:**	05M252-1-1
Client:	Hidalgo County Pct. 2	**Date Sampled:**	01-19-06
Engineer:	R. Gutierrez Engineering	**Date Reported:**	01-26-06
Architect:	N/A	**Material Description:**	Caliche
Contractor:	D.M. Roth Excavating	**Sample Location:**	Santa Clara
		Material Source:	La Noria Ballenger

Atterberg Limits

Sample ID	Test	Result	Specification Limits
Caliche	Liquid Limit	29	40
	PI	11	15

Sieve Analysis

Sieve Size	Individual % Retained	Cumulative % Retained	Specification Requirements
2"	0	0	0
1/2"	27	27	20-60
No. 4	22	49	40-75
No. 40	27	76	70-90

Texas Wet-Ball Mill

Texas Ball-Mill Value	38
% Increase	14

Remarks: Laboratory testing in general accordance with applicable project testing procedures.

Raul Palma, Senior Materials Engineer

P.O. Box 4589 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Invoice

Date	Invoice #
2/14/2006	05M252-3

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.05.013.06.01 6/05 - 12/06

DIRECT PAYMENT REF. P.O.# 563981
CLAIMS AI-23393 10/19/10
0-1200-431-00-122-006-0-339→ $160.84
SOUTH TOWER ESTATES SANTA CLARA

Terms	Due Date	MEG Project
	3/16/2006	05M252-TowerSantClaraCSJ502053521PO563981

Description	Qty	Rate	Amount
Field Density Test (Nuclear)	3	18.00	54.00
Vehicle Trip Charge	25	0.38	9.50
Administrative/ Clerical	0.5	40.00	20.00
Technician Soils	2	38.67	77.34

We thank you for your prompt payment. Please remit to the above address.

Total	$160.84
Payments/Credits	$0.00
Balance Due	$160.84

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.

Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: South Tower Subdivision (Santa Clara)
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: D.M. Roth Excavating

Report Number: 05M252-3-1
Date Tested: 02-08-06
Date Reported: 02-09-06
Material Description: Limed Caliche
Area Tested: Roadway Curb and Gutter

Mat'l No.	Material	Required %Proctor	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required Depth
1	Limed Caliche	95%	-2 + 3	13.1	118.7	4"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	Santa Clara Station 23 + 00 South Bound Lane	12.4	%	114.5	pcf	96.5%	4"
2	Santa Clara Station 27 + 50 South Bound Lane	16.0	%	113.8	pcf	95.9%	4"
3	Santa Clara Station 32 + 00 South Bound Lane	14.7	%	113.5	pcf	95.6%	4"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified:

Raul Palma, Senior Materials Engineer

P.O. Box 4669 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0288

Invoice

Date	Invoice #
10/5/2010	09M50-1

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.08.023a.09.02 9/2/08 - 12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339→ $766.50
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Wet Ball Mill	1	175.00	175.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician	3.5	40.00	140.00
Test Report	2	30.00	60.00
Clerical/Administrative	1	40.00	40.00
Project Management & Coordination	0.5	65.00	32.50

INVOICE RECEIVED BY: Marie Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$766.50
Payments/Credits	$0.00
Balance Due	$766.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-1

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.08.023a.09.02 9/2/08 - 12/31/09

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Wet Ball Mill	1	175.00	175.00
Vehicle Trip Charge	1	35.00 30.00	35.00 30.00
Engr. Technician	3.5	40.00	140.00
Test Report	2	30.00	60.00
Clerical/Administrative	1	40.00	40.00
Project Management & Coordination	0.5	65.00	32.50

INVOICE RECEIVED BY:
Marcie Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY:
Marcie Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	766.50 ~~$761.50~~
Payments/Credits	$0.00
Balance Due	766.50 ~~$761.50~~

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Moisture-Density Relationship of Base Material Report

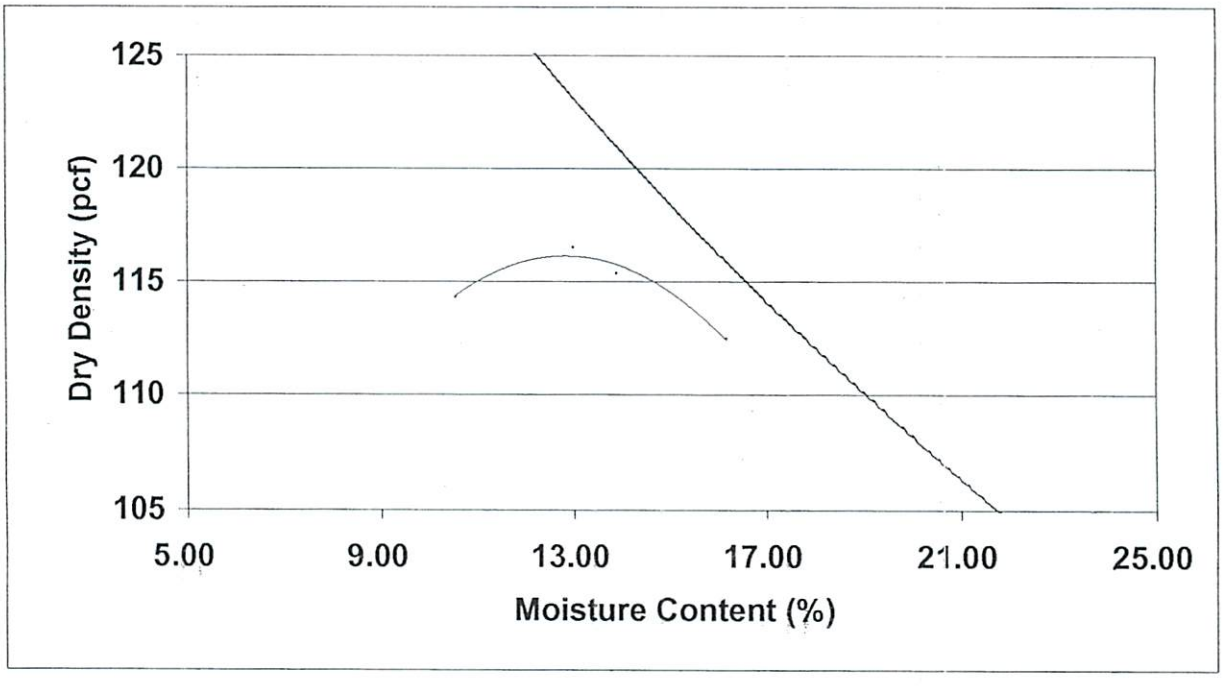
Proj. Name: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report No.: 09M50-1-1
Date Sampled: 03-31-09
Date Reported: 04-22-09
Material Description: Caliche
Sample Location: On Site / Station 5+00 Pecan St
Material Source: N/A

Compaction Method: ASTM D 698
Specific Gravity: 2.65

Specimen No.:	1	2	3	4
Percent Moisture, %:	10.5	13.0	13.9	16.2
Dry Density (pcf):	114.3	116.5	115.3	112.4

Maximum Dry Density in P.C.F.	116.1
Optimum Moisture (%)	12.8



Remarks: Laboratory testing done in general accordance with ASTM D 698

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Base Material Report

Project Name: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-1-2
Date Sampled: 03-31-09
Date Reported: 04-22-09
Material Description: Caliche
Sample Location: On Site / Station 5+00 Pecan St
Material Source: N/A

Atterberg Limits

Sample ID	Test	Result	Specification Limits
Flexible Base	Liquid Limit	29	40
	PI	10	12

Sieve Analysis

Sieve Size	Individual % Retained	Cumulative % Retained	Specification Requirements
2	0	0	0
1/2"	31	31	20-60
No. 4	17	48	40-75
No. 40	24	72	20-90

Texas Wet-Ball Mill

		Specification Limits	
Texas Ball-Mill Value	45	Max	50
% Increase	21	Max	20

Remarks: Laboratory testing in general accordance with applicable project testing procedures.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-2

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.08.023a.09.02 9/2/08 - 12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339 → $247.25
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Nuclear Density Test	3	22.00	66.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician	2	40.00	80.00
Test Report	1	30.00	30.00
Clerical/Administrative	0.5	40.00	20.00
Project Management & Coordination	0.25	65.00	16.25

INVOICE RECEIVED BY: Marcie Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$247.25
Payments/Credits	$0.00
Balance Due	$247.25

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

Report Number: 09M50-2-1
Date Tested: 04-16-09
Date Reported: 04-22-09
Material Description: Caliche
Area Tested: Pecan Street

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Caliche	-2 + 3	12.8	116.1	95%	6"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	Pecan Street 100' W of Raul Longoria South Curb	7.0 (Fail)	%	124.6	pcf	**107.3%**	6"
2	Pecan Street 400' W of Raul Longoria North Curb	7.8 (Fail)	%	122.1	pcf	**105.2%**	6"
3	Pecan Street South of Cul-de-Sac	7.5 (Fail)	%	123.9	pcf	**106.7%**	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.
As per Juan Uribe, percent for Moisture Content is acceptable.

Personnel Notified:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-3

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-08-023a-09-02 9/2/08-12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339→ $526.25
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Concrete Cylinder (Compression)	4	16.00	64.00
Vehicle Trip Charge	2	35.00	70.00
Engr. Technician (Concrete)	4.5	43.00	193.50
Test Report	3	30.00	90.00
Clerical/Administrative	1.5	40.00	60.00
Project Management & Coordination	0.75	65.00	48.75

INVOICE RECEIVED BY: Marlee Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marlee Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$526.25
Payments/Credits	$0.00
Balance Due	$526.25

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Concrete Field Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineers
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-3-1
Date of Service: 04-30-09
Date of Report: 06-08-09
Structure Tested: South Curb

On April 30, 2009 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the south curb.

Sample Number 1 was obtained at 1:15 p.m. A slump of 3" was determined. From this sample, a total of four (4) 4 x 8 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On May 01, 2009 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-4-1
Date Cast: 04-30-09
Date Reported: 06-08-09
Structure Tested: South Curb

Placement Data

Mix I.D.: 3004CRM Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/P % Specified Slump: N/P
Weather Condtions: Overcast, Windy, Humid and Sunny Air/Ambient Temp.: 98°F
Supplier: Magic Valley Time Batched: 11:48 a.m. Concrete Temp.: 87°F
Truck No.: 855 Time Sampled: 1:15 p.m. Air Content: N/P
Plant Ticket No.: 174739 CY: 20 Slump: 3"
Placement Location: 500' W of Raul Longoria on Pecan St Water Added:(gal.) 0
South Curb

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
1A	12.57	05-07-09	7	34,785	2767	5	92%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-5-1
Date Cast: 04-30-09
Date Reported: 06-08-09
Structure Tested: South Curb

Placement Data

Mix I.D.: 3004CRM Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/P % Specified Slump: N/P
Weather Condtions: Overcast, Windy, Humid and Sunny Air/Ambient Temp.: 98°F
Supplier: Magic Valley Time Batched: 11:48 a.m. Concrete Temp.: 87°F
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Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (1,2,3,4,5 or 6)	% of Design
1A	12.57	05-07-09	7	34,785	2767	5	92%
1B	12.57	05-28-09	28	45,691	3635	5	121%
1C	12.57	05-28-09	28	49,134	3909	5	130%
1D	12.57	05-28-09	28	52,351	4165	5	139%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-6

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.08.023a.09.02 9/2/08 - 12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339→ $269.25
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Nuclear Density Test	4	22.00	88.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician	2	40.00	80.00
Test Report	1	30.00	30.00
Clerical/Administrative	0.5	40.00	20.00
Project Management & Coordination	0.25	65.00	16.25

INVOICE RECEIVED BY: Marie Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$269.25
Payments/Credits	$0.00
Balance Due	$269.25

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Field Density Test Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

Report Number: 09M50-6-1
Date Tested: 05-15-09
Date Reported: 05-22-09
Material Description: Caliche
Area Tested: Main Drag

Mat'l No.	Material	Required Moisture Content Range	Optimum % Moist.	Optimum Density, Lb/CF	Required %Proctor	Required Depth
1	Caliche	-2 + 3	12.8	116.1	98%	8"

Test No	Test Location	Moisture Content		Dry Density		Percent Compaction	Depth (inch)
1	Main Drag Station 0+50 SE 1/4 Point of Cul-De-Sac	11.5	%	114.7	pcf	98.8%	8"
2	Main Drag Station 2+00 7' N of CL	10.9	%	115.3	pcf	99.3%	8"
3	Main Drag Station 4+50 5' S of CL	12.1	%	114.4	pcf	98.5%	8"
4	Main Drag Station 7+00 5' N of CL	11.4	%	114.9	pcf	99.0%	8"

Remarks: Test results are in general compliance with the project specifications except as noted.
Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.

Personnel Notified: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-8

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-08-023a-09-02 9/2/08 - 12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339→ $274.75
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Nuclear Density Test	3	22.00	66.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician (Asphalt)	2.5	43.00	107.50
Test Report	1	30.00	30.00
Clerical/Administrative	0.5	40.00	20.00
Project Management & Coordination	0.25	65.00	16.25

INVOICE RECEIVED BY:
Maricela Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY:
Maricela Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$274.75
Payments/Credits	$0.00
Balance Due	$274.75

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

Summary of Asphalt Rolling Pattern Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-8-1
Date Tested: 05-21-09
Date Reported: 05-22-09
Location Tested: Pecan Street
Material Source: N/A
Material Type: D

Density No.	Test Station and Location	Density, %	Air Voids, %
1	Pecan Street Station 7+50 5' S of CL	97.0	3.0
2	Pecan Street Station 4+00 5' N of CL	95.0	5.0
3	Pecan Street Station 1+00 5' S of CL	93.3	6.7

Remarks: A rolling Pattern was established using a Thin Layer Nuclear Density Gauge. An Ingram steel-wheeled breakdown roller and an Ingersol Rai steel-wheeled vibratory roller (Model DD-32) were used for the initial and intermidiate compaction of the asphalt mat. Further compaction of the asphalt surface was achieved by the use of a pnumatic roller after the initial rolling operation. Target Maximum Density used was 151 TxDot item 340 speciies 91 to 95 percent density.

Raul Palma, Senior Materials Engineer

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-9

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-08-D23a-09-02 9/2/08 - 12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-1311-431-00-122-605-1-339→ $372.75
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Extraction, Grad. and % Asphalt	1	225.00	225.00
Lab Density	1	60.00	60.00
Engr. Technician (Asphalt)	0.5	43.00	21.50
Test Report	1	30.00	30.00
Clerical/Administrative	0.5	40.00	20.00
Project Management & Coordination	0.25	65.00	16.25

INVOICE RECEIVED BY: Marcie Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$372.75
Payments/Credits	$0.00
Balance Due	$372.75

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-9-1
Date Tested: 05-21-09
Date Reported: 06-30-09
Sample Location Pecan Street Static
Material Type: D
Material Source: Frontera/Progreso

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	100.0	100
3/8	96.4	85-100
No. 4	63.2	50-70
No. 10	48.7	35-46
No. 40	26.7	15-29
No. 80	22.3	7-20
No. 200	3.7	2-7

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 5.0 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.490

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.369

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 95.1

Remarks: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
10/5/2010	09M50-10

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-08-D23a-09-02 9/2/08-12/31/09

DIRECT PAYMENT REF. P.O.# 563494
CLAIMS AI-23393 10/19/10
0-131-431-00-122-605-1-339→ $604.50
RED BARN SUBDIVISION

Terms	Due Date	MEG Project
	10/5/2010	09M50-Red Barn Subdivision

Description	Qty	Rate	Amount
Asphalt Cores	6	55.00	330.00
Theoretical Maximum Specific Gravity	1	55.00	55.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician (Asphalt)	2.75	43.00	118.25
Test Report	1	30.00	30.00
Clerical/Administrative	0.5	40.00	20.00
Project Management & Coordination	0.25	65.00	16.25
**********Two cores were taken at each location. The average is reported on the report.**********		0.00	0.00

INVOICE RECEIVED BY: Marcia Jackson ON 10/12/10
GOODS/SERVICES RECEIVED BY: Marcia Jackson ON 10/12/10

We thank you for your prompt payment. Please remit to the above address.

Total	$604.50
Payments/Credits	$0.00
Balance Due	$604.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Asphaltic Pavement Cores Report

Project Description: Red Barn
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 09M50-10-1
Date Tested: 6-17-09
Date Reported: 06-30-09
Core Location: Pecan Street
Asphalt Type: D
Material Source : Frontera Materials

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.490

Test #	Location	Thickness, In.	Core Density %
1	Station 0+50 at 5'N. of Center Line at Pecan Street	2 5/8	93.1
2	Station 3+25 at 5'S. of Center Line at Pecan Street	1 3/4	95.6
3	Station 7+50 at 5' N. of Center Line at Pecan Street	1 7/8	94.2

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

AI-23489 **20.B.1.**

Contract Approval-L&G Engineering Laboratory-"Construction Materials Testing Services"

CC REGULAR

Date:	10/19/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Acceptance and approval of contract document with L&G Laboratory (authorized for negotiations by CC on 08/24/10)for the provision of "Construction Materials Testing Services" for Hidalgo County Precinct No.1 Project(s) on "An As Needed Basis".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** CO's 2010, fund 1342

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

BUDGETARY IMPACT:

Possible funding source is CO's 2010, fund 1342.

The purpose of this agenda item is to have a contract in place should Pct. 1 be in need of construction materials testing services.

Funding will be in place, once projects are identified by Pct. 1 and WAs are submitted by project engineer. Contract is on an "as needed basis".

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 02:24 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 02:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2010 09:04 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Vangie Garcia Started On: 10/14/2010 09:16 AM

Final Approval Date: 10/15/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-10-319-10-19

THIS AGREEMENT is made effective the **19th** day of **October, 2010** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 1** and **L&G Engineering Laboratory LLC** of **Mercedes, Texas**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 1 Projects;" **(ON AN AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Non-Exclusive Services of Laboratory. Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit

periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County 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.

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

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or

negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Laboratory:	L & G Engineering Laboratory LLC 2100 W Expressway 83 Mercedes, TX 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

26. Binding Agreement. 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.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
L & G Engineering Laboratory LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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)

"CONSTRUCTION MATERIALS TESTIN G SERVICES"
RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of __8__ pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of __7__ pages.
4. Exhibit "B", Evaluation Criteria, consisting of __3__ pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of __4__ pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of __1__ page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of __1__ page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of __2__ pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of __4__ pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of __1__ page.
    (Must be submitted with response)
11. Attachment "A" Engin eering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of __4__ pages.

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

12/21/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____
_____
_____
_____

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

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/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2010-014-01-13-YZV	BUYER: YOLANDA VELASQUEZ	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTIO N MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONS TRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 qualification 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. 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, 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

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES"
   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
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 13, 2010
Award of Contract	_____,2010
Commence Work or Deliver Products	_____,2010

17. ~~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 proposers 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 qualification, 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.~~

18. 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 qualification 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.

19. 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 proposer 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 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification 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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. 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.

24. 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.

25. 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.

26. 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 qualification 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.

27. 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.

28. 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.

29. 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.

30. Proposers shall provide with the qualification 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.

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories 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 Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (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 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-014-01-13-YZV

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 to (956)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format 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 independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:
a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **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, drainage/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. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) 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. Resumes 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 selection, 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.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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 Construction Materials Testing 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 Construction Materials Testing 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) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

EVALUATION CRITERIA
Exhibit "B"
Hidalgo County – "Construction Material Testing Services"
RFQ No 2010-014-01-13-YZV

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 (25)

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, drainage/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 (20)

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.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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 its 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)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team **(25)**		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL:**	
2. Experience of Project Team/Ability to Commit Resources **(20)**		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL:**	
3. Methodology **(20)**		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL:**	
4. Understanding of Project/Similar Projects **(25)**		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies	5	
➢ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	**TOTAL:**	
5. Familiarity with Applicable Rules and Regulations **(10)**		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B.

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTR PROT ☐ WORK'S PROP OPER DAMAGE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				$ WC STATU- ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____ / Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	 $_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea

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TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

EXHIBIT "B"
Scope of Services

PROJECT: R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 1 Project

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 1** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services(Reports)

Geotechnical Drilling Services

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 1 Road and Bridge Projects**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Precinct No. 1 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Precinct No. 1 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 1** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 1.**
- Provide accurate and timely reports to **Hidalgo County Precinct No. 1** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 1** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2010-2011

Soils Testing

		FY 2010	FY 2011
Moisture Content Determination	ASTM D2216 - Tex-103-E	$9.85/Ea.	$9.95/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$49.35/Ea.	$50.09/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$49.35/Ea.	$50.09/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$73.95/Ea.	$75.05/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$61.70/Ea.	$62.63/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$61.70/Ea.	$62.63/Ea.
Lime Series Testing	Tex-112-E	$498.45Ea.	$505.93/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$197.35/Ea	$200.31/Ea.
Standard Proctor	ASTM D 698	$191.05/Ea.	$193.92/Ea.
Modified Proctor	ASTM D 1557	$197.30/Ea.	$200.25/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$22.20/Ea.	$22.53/Ea.
Determination of Soil pH	Tex-128-E	$80.20/Ea.	$81.40/Ea.
Soil-Lime Testing	Tex-121-E	$148.00/Ea.	$150.22/Ea.
Resistivity of Soils	Tex-129-E	$89.70/Ea.	$91.05/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$55.45/Ea.	$56.28/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$67.75/Ea.	$68.77/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.35/Ea.	$12.54/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$215.85/Ea.	$219.09/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$43.15/Ea.	$43.80/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$67.75/Ea.	$68.77/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$524.05/Ea.	$531.91/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$61.70/Ea.	$62.63/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$12.30/Ea.	$12.48/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$67.75/Ea.	$68.77/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$73.95/Ea.	$75.06/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$43.15/Ea.	$43.80/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$14.80/Ea.	$15.02/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$80.20/Ea.	$81.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$22.15/Ea.	$22.48/Ea.
Air Content (Volumetric)	ASTM C 173	$24.65/Ea.	$25.02/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	**$no charge**
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$14.85/Ea.	$15.07/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.15/Ea.	$11.32/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	**$no charge**
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$30.85/Ea.	$31.31/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	**$no charge**
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$30.15/Ea.	$30.60/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$215.75/Ea.	$218.99/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$215.75/Ea.	$218.99/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2010**	**FY 2011**
Coring – ACP Thickness	ASTM D 3549	$61.70/Ea.	$62.63/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$82.10/Ea.	$83.33/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$67.80/Pr.	$68.82/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$215.80/Ea.	$219.04Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$37.00/Ea.	$37.56/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$80.20/Ea.	$81.40/Ea.

Geotechnical Field Services	**FY 2010**	**FY 2011**
Mobilization	$412.00/Day	$418.18/Day
Stand-By Time	$180.25/Hr.	$182.95/Day
Texas Cone Penetration Test (Tex-132)	$5.15/Ea.	$5.23/Ea.
Soil Boring / Solid Stem	$28.85/Lf	$29.28/Lf
Soil Boring / Hollow Stem	$28.85/Lf	$29.28/Lf
Soil Boring / Mud Rotary	$28.85/Lf	$29.28/Lf
Support Truck	$1.55/Mi.	$1.57/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2010**	**FY 2011**
Moisture Content Determination	$9.85/Ea.	$10.00/Ea.
Determination of Liquid Limit of Soils	$49.35/Ea.	$50.09/Ea.
Determination of Plastic Limit of Soils	$49.35/Ea.	$50.09/Ea.
Atterberg Limits of Soils	$73.95/Ea.	$75.06/Ea.
Bar Linear Shrinkage of Soils	$61.70/Ea.	$62.63/Ea.
Sieve Analysis		
Through #200 Sieve	$72.10/Ea.	$73.18/Ea.
Finer #200 Sieve	$51.50/Ea.	$52.27/Ea.
Unit Dry Weight	$26.78/Ea.	$27.18/Ea.
Specific Gravity	$72.10/Ea.	$73.18/Ea.

Strength / Volume Change Laboratory Testing	**FY 2010**	**FY 2011**
Unconfined Compression-Soil Shelby Tube Specimen	$46.35/Ea.	$47.05/Ea.
Unconfined Compression-RockCore Specimen	$49.45/Ea.	$50.19/Ea.
Swell Test-Pressure Method	$257.50/Ea.	$261.36/Ea.
Swell Test-Free Swell	$144.20/Ea.	$146.36/Ea.
Consolidation Test	$484.10/Ea.	$491.36/Ea.
HydraulicConductivity	$360.50/Ea.	$365.90/Ea.

Pavement Investigation	**FY 2010**	**FY 2011**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$462.35/Ea.	$469.29/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:		
Engineer (Principal)	$148.00/Hr.	$150.22/Hr.
Engineering Specialist	$110.95/Hr.	$112.61/Hr.
Technician (Soils)	$44.40/Hr.	$45.07/Hr.
Technician (Concrete)	$56.70/Hr.	$57.55/Hr.
Technician (Asphalt)	$56.70/Hr.	$57.55/Hr.

Engineering Review, Evaluation, Management & Administration	**FY 2010**	**FY 2011**
Test Report	$21.90/Ea.	$22.23/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:			
Mileage	.48/Mi	.49/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
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 Laboratorys of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** 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 Laboratory 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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
L&G Engineering Laboratory LLC

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory a nd the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2010.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2010

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
L & G Engineering Laboratory LLC,
L & G Consulting Engineers, Inc.
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Co.	26387
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Peerless Insurance Company	24198
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GPL967060502	07/19/10	07/19/11	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
		[X] BI/PD Ded:10000				PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
C		AUTOMOBILE LIABILITY	BA1151573	07/19/10	07/19/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF00010203000	07/23/10	07/23/11	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	YES			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Professional Liability	GPL967060502	07/19/10	07/19/11	$2,000,000 Aggregate $2,000,000 Per Occasion	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
Martha L. Salazar, CPPB
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-23506 **20.C.1.**

Precinct No. 3 Fence Project -Change Order No. 1

CC REGULAR

Date:	10/19/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of Change Order No. 1 (increase) in the amount of $2,500.00 (need to move fence-after initial posts in place-so as to permit both pedestrian and vehicle access) with awarded/contracted vendor, Central Fence & Supply LTD-Contract #C-10-157-06-01 for the "Purchase and Installation of Fence in 3 County Locations" with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-739

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

BUDGETARY IMPACT:

Available balance in P.O. #642580 after CC approval of AI - 23516 (10/15/10 CC) is $17,680.00.

Attachments

Link: Fence Chage Order 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2010 11:43 AM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 01:48 PM	APRV
3	Perla Lopez	Perla Lopez	10/15/2010 03:01 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Moises Salazar Started On: 10/14/2010 04:07 PM

Final Approval Date: 10/15/2010

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT: HIDALGO COUNTY PRECINCT NO. 3 Attention: Hon. Joe M. Flores, County Commissioner 724 N. Breyfogle Mission, TX 78574 Phone #: 956-585-4509	DATE: October 19, 2010 **CHANGE ORDER NO. 1** Contract No.: C-10-157-06-01 PO No. 642580
CONTRACTOR/FIRM Central Fence and Supply, LTD 504 E. Ferguson Pharr, TX 78577 Phone #: 956-783-7959	PROJECT NAME: Hidalgo County Precinct No. 3 "Purchase and Installation of Fence at three (3) County Sites located in Precinct No. 3"

You are hereby requested to comply with the following changes from the contract plans and specifications:

Relocate fence at Prairie View Hights Phase I North Subdivision. Moving of the fence from its original specified location, ten (10) feet North and approximately 700 feet, is necessary to permit adequate space for pedestrian and vehicle movement.

	Final Quantitative Adjustments		Quantitative Deletion
X	Contract Amount Change		Time Extension

Reasons:

Change to comply to User Department original request

Contract Purchase Order No. 642580 -Price prior to change order	$15,180.00
Net Increase of this Change Order	$2,500.00
Contract Price with Change Order	$17,680.00

Increase/Decrease in time _____ days.

DEPARTMENT HEAD DATE CONTRACTOR DATE

Rene A. Ramirez, County Judge DATE

ATTEST

Arturo Guajardo Jr., County Clerk DATE

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

(FOR PURCHASING DEPARTMENT USE ONLY)

☐ Scope Increase

☐ Scope Decrease

☐

☐

☐ Quantitative Addition/Deletion

☐ Final Quantitative Adjustment

☐ Other

☐ **Approved**

☐ **Disapproved**

Purchase Order
COUNTY OF HIDALGO

PO#: 642580

DATE: 07/07/10

VENDOR: 150207 REQ:00176917

Email:

Phone:

CENTRAL FENCE & SUPPLY, LTD
504 EAST FERGUSON
P.O. BOX 827
PHARR TX 78577

Vendor Acct:

BUYER: NCEBALLOS
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: HIDALGO CO. PCT 3

Special Instructions: Req #1051

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-10-157-06-01		
1	EACH	Purchase and Installation of Fence at County Sites located in Precinct No. 3. Includes all Materials and Labor	15,180.00	15,180.00
		Job Site #1 Prairie View Phase I North Retaining Pond 2276' X 7' 11 gauge with barbwire and two double drive-gate 24' opening		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		15,180.00
		**********		
		For Hidalgo County use only		
		0-1339-431-00-123-073-0-739 15,180.00		
		Approved		

Authorized by: Martha L. Salazar

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To: Marty Salazar, Hidalgo County Purchasing Director

From: Commissioner Joe M. Flores

Date: 10/14/2010

Re: Prairie View Heights Subdivision

Marty,

We accept the change over for $2,500 for the relocation of the fence at Prairie View Heights Subdivision. This moving of the fence from its original specified location ten feet North and approximately 700 feet is necessary to permit adequate space for pedestrian and vehicle movement.

If you have any questions or need further information regarding this memo please contact my office at 956-585-4509.

Thank you in advance for your prompt attention to this request.

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

CENTRAL FENCE & SUPPLY

504 E. Ferguson
P.O. Box 827
Pharr, TX 78577
(956) 783-7959 / 800-491-7923
Fax # (956) 787-4311
www.CentralFenceLtd.com

Estimate

Date	Estimate #
10/15/2010	13339

Name / Address
Hidalgo County Commissioner Precict #3 724 N. Breyfogle Rd. Mission, TX 78572 Saul Ramirez 607-5647 fax 205-7009

Rep	Project
Ernie	Detention Pond

Qty	Description
	Reinstall a total of 700' LF of post and redrill a total of 500' LF.

Thank you for your consideration!

Total $2,500.00

If you accept these charges as outlined above, please sign & fax back to us for initiation of project. This estimate may be withdrawn from us if not accepted AND initiated within 15 days, unless otherwise stated.

Signature _____

AI-23504 **20.D.1.**

Pct 4-Approval Prof Engineering Svcs Agreement-"BUILDING REPAIRS and/or RENOVATIONS to County owned Buildings/Structures"

CC REGULAR

Date:	10/19/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 09/21/10) with Halff Associates Inc. for: "Building Repairs and/or Renovations to County owned Buildings/Structures" (on an as needed basis), utilized by various departments located within Hidalgo County Precinct #4 area.

BACKGROUND

Contract Document C-10-340-10-19-HALFF ASSOC INC.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various

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

BUDGETARY IMPACT:

Possible funding source could come from various departments in the Pct 4 area.
See the attached Expense Report (dated 10/15/10) for current balances available in object code 334 (Archiectural & Engineering Services).

Attachments

Link: Contract Document-C-10-340-10-19-Halff Associates Inc-Pct 4

Link: 2010 Exp Rpt for Obj 334 10-15-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 04:21 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 08:49 AM	APRV
3	Dale Kennan	Dale Kennan	10/15/2010 10:38 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Letty Saenz — Started On: 10/14/2010 03:10 PM

Final Approval Date: 10/15/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-340-10-19

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Halff Associates, Inc.** professional engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs and/or Renovations to County Owned Buildings" (on an as needed basis)** for projects within **Hidalgo County Precinct Number 4,** hereinafter referred to as the (**"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows: **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 is 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 "D"-Engineer Contract Rates**, 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 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 judgement, 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** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the

approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing

agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and 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 form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills

which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of

the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable

to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and

one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or

contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to

the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on _____, 2010.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

BY:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

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

December 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ NO: 2010-011-01-13-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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    (Must be submitted with response)
11. Attachment "A" Documentation Required on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 p age.

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 — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2010-011-01-13-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 13, 2010

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 **RFQ NO: 2010-011-01-13-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL 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 13, 2010.**

   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: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **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 - **"Professional Engineering Services -Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services -Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2010-011-01-13-MSS

JANUARY 13, 2010

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:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

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 starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL 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 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its 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:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

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, drainage/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
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS
RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. STAFFING OF PROJECT TEAM (20)		
a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract.	10	
b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ).	5	
c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.	5	

Comments/Rationale For Points: _____

2. EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES (25)		
a) 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.	10	
b) 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.	5	
c) 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.	10	

Comments/Rationale For Points: _____

3. METHODOLOGY (15)		
a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project	15	

Comments/Rationale For Points: _____

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (30)		
a) Demonstrate an understanding of the scope of services	10	
b) Address appropriate Federal/State/Local regulations and policies	15	
c) Identify information to be gathered or obtained	5	

Comments/Rationale For Points: _____

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATION (10)		
a) 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).	10	

Comments/Rationale For Points: _____

Total _____

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No. _____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:** _____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:** _____

Revised12/14/08

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[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' 'J COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT 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.

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

Through project award via work authorization, engineer shall provide professional services required to design and specify Building repair and renovation projects. Types of services that may be included as dictated by the individual project requirements consist of: 1) Surveying, 2) Civil Engineering, 3) Mechanical/Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering, and/or 6) Architecture. Upon identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

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

Halff Associates, Inc.
Billing Rate Schedule
Engineering Services
October 1, 2010

Project Manager/Principal	$150/hr
Prof. Engineer/RPLS/Reg. Arch.	$120/hr
EIT/SIT/Arch.	$90/hr
Designer	$60/hr
Construction Administrator	$75/hr
CAD Tech	$50/hr
Secretarial/Clerical	$50/hr
Two-man Survey Crew	$130/hr

Reimbursable expenses charged at 1.1 times cost.

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**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

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 _____ **2010** 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

_____

_____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
(FIRMS NAME)

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): 07/09/2010

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248
Candy Goehring

INSURED Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Accident & Indemnity	22357
INSURER B: Hartford Casualty Ins. Co.	29420
INSURER C: Hartford Underwriters	30104
INSURER D: ACE American Ins. Co.	22667
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	46UUNIY5768	07/12/2010	07/12/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	46UUNIY5768	07/12/2010	07/12/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	46XHUIY6677	07/12/2010	07/12/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WENV6090	07/12/2010	07/12/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER PROFESSIONAL LIABILITY Claims-Made	EONG21673845	07/12/2010	07/12/2011	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas J. Ashley/CANDY

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-415-00-115-082-0-334	HURRICANE ALEX-ARCH & ENG SRV	25,852.46	.00	.00	.00	25,852.46	.00
0-1100-423-21-280-002-0-334	JAIL-ARCH & ENG SRV	3,474.00	.00	.00	.00	3,474.00	.00
0-1100-429-30-115-029-0-334	TRAFFIC ENGINEERING-ARCH & ENG SRV	60,021.00	38,000.00	22,000.00	22,000.00	21.00	99.97
0-1100-432-00-122-001-0-334	PCT2 SANITATION-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
0-1100-432-00-123-001-0-334	PCT3 SANITATION-ARCH & ENG SRV	48,111.78	18,849.59	29,262.19	29,262.19	.00	100.00
0-1100-432-00-124-001-0-334	PCT4 SANITATION-ARCH & ENG SRV	30,000.00	15,000.00	15,000.00	15,000.00	.00	100.00
0-1100-452-00-122-008-0-334	PCT2 PARKS-ARCH & ENG SRV	10,000.00	.00	.00	.00	10,000.00	.00
1100 GENERAL FUND		**177,459.24**	**71,849.59**	**66,262.19**	**66,262.19**	**39,347.46**	**77.83**
1200 R&B COUNTYWIDE							
0-1200-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	4,522.90	1,065.30	.00	.00	3,457.60	23.55
0-1200-431-00-121-007-0-334	PCT1 LATERAL RD-ARCH & ENG SRV	250.00	.00	.00	.00	250.00	.00
0-1200-431-00-123-005-0-334	PCT3 P/U RD-ARCH & ENG SRV	5,000.00	5,000.00	.00	.00	.00	100.00
0-1200-431-00-123-025-0-334	PCT3 RDWY SYS STUDY-ARCH & ENG SRV	2,038.63	2,038.63	.00	.00	.00	100.00
0-1200-431-00-124-007-0-334	PCT4 P/U RD-ARCH & ENG SRV	24,750.00	.00	24,750.00	24,750.00	.00	100.00
0-1200-431-00-124-008-0-334	PCT4 LATERAL RD-ARCH & ENG SRV	5,000.00	.00	.00	.00	5,000.00	.00
0-1200-431-00-260-001-0-334	R-O-W DEPT-ARCH & ENG SRV	2,000.00	.00	.00	.00	2,000.00	.00
1200 R&B COUNTYWIDE		**43,561.53**	**8,103.93**	**24,750.00**	**24,750.00**	**10,707.60**	**75.42**
1201 R&B PRECINCT 1							
0-1201-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
1201 R&B PRECINCT 1		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1202 R&B PRECINCT 2							
0-1202-431-00-122-006-0-334	PCT2 P/U RD-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
1202 R&B PRECINCT 2		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1203 R&B PRECINCT 3							
0-1203-431-00-123-005-0-334	PCT3 P/U RD-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
1203 R&B PRECINCT 3		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1204 R&B PRECINCT 4							
0-1204-431-00-124-007-0-334	PCT4 P/U RD-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
1204 R&B PRECINCT 4		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1212 PARKS PRECINCT 2							
0-1212-452-00-122-008-0-334	PCT2 PARKS-ARCH & ENG SRV	.00	.00	.00	.00	.00	.00
1212 PARKS PRECINCT 2		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
0-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	62.99	.00	62.99	62.99	.00	100.00
0-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	195.82	137.71	58.11	58.11	.00	100.00
0-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	15.73	.00	.00	.00	15.73	.00
0-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	102.28	102.28	.00	.00	.00	100.00
0-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	139.80	139.80	.00	.00	.00	100.00
0-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	21.90	.00	21.90	21.90	.00	100.00
0-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	66.61	.00	66.61	66.61	.00	100.00
0-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	92.70	92.70	.00	.00	.00	100.00
0-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	2,316.13	.00	.00	.00	2,316.13	.00
0-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	363.45	255.59	107.86	107.86	.00	100.00
0-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	13.86	.00	13.86	13.86	.00	100.00
0-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	3,847.86	.00	.00	.00	3,847.86	.00
0-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	.00	8,855.10	8,855.10	.00	100.00
0-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	5,709.92	.00	.00	.00	5,709.92	.00
0-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	.00	.00	.00	57,982.80	.00
0-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00	100.00
0-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00	100.00
0-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	4,720.25	.00	.00	.00	4,720.25	.00
0-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	903.70	903.70	.00	.00	.00	100.00
0-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	1,664.10	1,664.10	.00	.00	.00	100.00
0-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	1,475.60	1,475.60	.00	.00	.00	100.00
0-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	9,833.00	4,379.10	.00	.00	5,453.90	44.53
0-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	7,819.90	5,525.86	.00	.00	2,294.04	70.66
0-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	8,141.60	.00	.00	.00	8,141.60	.00
0-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	2,028.80	571.57	.00	.00	1,457.23	28.17
0-1311-431-00-123-247-0-334	EL PARAISO S/D-ENG & ARCH SRV	4,674.00	.00	.00	.00	4,674.00	.00
0-1311-431-00-123-250-0-334	EL SOL S/D #1-ENG & ARCH SRV	2,957.53	.00	.00	.00	2,957.53	.00
0-1311-431-00-123-251-0-334	EL SOL S/D #2-ENG & ARCH SRV	385.34	.00	.00	.00	385.34	.00
0-1311-431-00-123-312-0-334	HAVANA S/D-ENG & ARCH SRV	4,232.29	1,884.85	.00	.00	2,347.44	44.53
0-1311-431-00-123-325-1-334	HILDA S/D #3-ENG & ARCH SRV	1,915.35	1,163.91	.00	.00	751.44	60.77
0-1311-431-00-123-350-0-334	JESSAN S/D-ENG & ARCH SRV	172.04	172.04	.00	.00	.00	100.00
0-1311-431-00-123-384-1-334	LA HOMA RD N S/D-ENG & ARCH SRV	7,536.24	.00	.00	.00	7,536.24	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
0-1311-431-00-123-385-1-334	LA HOMA RD S S/D-ENG & ARCH SRV	26,952.36	2,294.60	.00	.00	24,657.76	8.51
0-1311-431-00-123-427-1-334	LOS EBANOS S/D-ENG & ARCH SRV	5,628.74	4,036.90	.00	.00	1,591.84	71.72
0-1311-431-00-123-488-1-334	MUNOZ ESTATES-ENG & ARCH SRV	6,622.70	2,949.37	.00	.00	3,673.33	44.53
0-1311-431-00-123-911-0-334	RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	1,286.29	1,286.29	.00	.00	.00	100.00
0-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	2,894.20	.00	.00	.00	2,894.20	.00
0-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	335.00	.00	.00	.00	335.00	.00
0-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	477.50	.00	.00	.00	477.50	.00
0-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	.00	.00	.00	1,252.90	.00
0-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	1,591.57	.00	.00	.00	1,591.57	.00
0-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	3,545.29	.00	.00	.00	3,545.29	.00
0-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	1,805.25	.00	.00	.00	1,805.25	.00
0-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	4,011.25	.00	.00	.00	4,011.25	.00
0-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	3,839.15	.00	.00	.00	3,839.15	.00
0-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	1,937.10	.00	.00	.00	1,937.10	.00
0-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	3,836.60	.00	.00	.00	3,836.60	.00
0-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	23.08	.00	.00	.00	23.08	.00
0-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	1,166.73	.00	.00	.00	1,166.73	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**209,444.70**	**33,028.27**	**9,186.43**	**9,186.43**	**167,230.00**	**20.16**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	4,301.09	4,301.09	.00	.00	.00	100.00
0-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	1,760.58	1,760.58	.00	.00	.00	100.00
0-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	686.33	514.66	171.67	171.67	.00	100.00
0-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	608.47	456.60	151.87	151.87	.00	100.00
0-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	1,073.09	1,073.09	.00	.00	.00	100.00
0-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	1,402.14	1,214.32	187.82	187.82	.00	100.00
0-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	713.76	627.96	85.80	85.80	.00	100.00
0-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	3,915.51	3,415.13	500.38	500.38	.00	100.00
0-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	731.27	634.70	96.57	96.57	.00	100.00
0-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	2,154.33	2,154.33	.00	.00	.00	100.00
0-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	823.81	726.79	97.02	97.02	.00	100.00
0-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	9,445.97	.00	.00	.00	9,445.97	.00
0-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	2,369.13	2,028.12	341.01	341.01	.00	100.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	1,305.34	1,305.34	.00	.00	.00	100.00
0-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	2,618.48	2,273.26	345.22	345.22	.00	100.00
0-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	398.17	157.24	240.93	240.93	.00	100.00
0-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	322.49	131.62	190.87	190.87	.00	100.00
0-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	2,320.47	2,320.47	.00	.00	.00	100.00
0-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	337.95	337.95	.00	.00	.00	100.00
0-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	1,002.81	871.23	131.58	131.58	.00	100.00
0-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	1,460.38	1,251.78	208.60	208.60	.00	100.00
0-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	5,493.09	5,493.09	.00	.00	.00	100.00
0-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	3,978.39	3,978.39	.00	.00	.00	100.00
0-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	1,227.24	993.32	233.92	233.92	.00	100.00
0-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
0-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	3,729.72	3,729.72	.00	.00	.00	100.00
0-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	6,650.73	3,325.37	3,325.36	3,325.36	.00	100.00
0-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	4,962.23	15,713.72	15,713.72	.00	100.00
0-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	8,850.32	8,850.32	.00	.00	.00	100.00
0-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & ARCH SRV	41,627.62	.00	.00	.00	41,627.62	.00
0-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	7,954.27	6,628.56	1,325.71	1,325.71	.00	100.00
0-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	11,405.13	9,504.28	1,900.85	1,900.85	.00	100.00
0-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	3,884.99	3,884.99	.00	.00	.00	100.00
0-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH SRV	3,606.99	3,606.99	.00	.00	.00	100.00
0-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	6,116.73	6,116.73	.00	.00	.00	100.00
0-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	4,136.53	4,136.53	.00	.00	.00	100.00
0-1312-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	13,315.67	13,315.67	.00	.00	.00	100.00
0-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	2,169.57	2,169.57	.00	.00	.00	100.00
0-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	4,503.33	4,503.33	.00	.00	.00	100.00
0-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	8,846.63	8,846.63	.00	.00	.00	100.00
0-1312-431-00-123-421-0-334	LOMA LINDA HEIGHTS-ENG & ARCH SRV	16,098.81	16,098.81	.00	.00	.00	100.00
0-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	2,689.06	2,689.06	.00	.00	.00	100.00
0-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	22,177.54	22,177.54	.00	.00	.00	100.00
0-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	1,521.76	.00	1,521.76	1,521.76	.00	100.00
0-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	3,586.35	3,586.35	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-124-274-0-334	FOSTER SUBDIVISION-ENG & ARCH SRVS	4,888.75	2,933.25	1,955.50	1,955.50	.00	100.00
0-1312-431-00-124-300-0-334	HACIENDA DE LOS VEGAS-ENG & ARCH SRV	3,992.30	2,395.37	1,596.93	1,596.93	.00	100.00
0-1312-431-00-124-329-0-334	HOEN DRIVE SUBD-ENG & ARCH SRV	20,109.00	12,065.39	8,043.61	8,043.61	.00	100.00
0-1312-431-00-124-401-0-334	LAKEVIEW SUBDIVISION-ENG & ARCH SRV	41,514.00	41,514.00	.00	.00	.00	100.00
0-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	3,905.00	3,905.00	.00	.00	.00	100.00
0-1312-431-00-124-657-0-334	SEMINARY VILLAGE SUBD-ENG & ARCH SRV	3,770.80	3,770.80	.00	.00	.00	100.00
0-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	6,068.48	6,068.48	.00	.00	.00	100.00
0-1312-431-00-124-844-0-334	COL ESPERANZA #2-ENG & ARCH SRV	3,353.59	2,012.16	1,341.43	1,341.43	.00	100.00
0-1312-431-00-124-882-0-334	LA FLOR ESTATES-ENG & ARCH SRV	3,277.16	1,966.31	1,310.85	1,310.85	.00	100.00
0-1312-431-00-124-883-0-334	LA FLOR GARDENS-ENG & ARCH SRV	3,277.16	1,966.31	1,310.85	1,310.85	.00	100.00
0-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	2,139.46	1,283.67	855.79	855.79	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**384,669.14**	**246,034.48**	**43,185.62**	**43,185.62**	**95,449.04**	**75.19**
1315 TXDOT PROJECTS							
0-1315-433-00-000-018-0-334	TXDOT DRAINAGE-FM2128-ARCH & ENG SRV	53,317.00	.00	.00	.00	53,317.00	.00
1315 TXDOT PROJECTS		**53,317.00**	**.00**	**.00**	**.00**	**53,317.00**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
0-1334-432-00-123-022-0-334	CO,2004-PCT3 LANDFILL-ARCH & ENG SRV	37,652.07	.00	37,652.07	37,652.07	.00	100.00
1334 CERT OF OBLIG,SERIES 2004		**37,652.07**	**.00**	**37,652.07**	**37,652.07**	**.00**	**100.00**
1336 CERT OF OBLIG,SERIES 2006							
0-1336-412-00-220-010-0-334	CO,2006-CRTHSE-ARCH & ENG SRV	30,000.00	.00	.00	.00	30,000.00	.00
1336 CERT OF OBLIG,SERIES 2006		**30,000.00**	**.00**	**.00**	**.00**	**30,000.00**	**.00**
0 YEAR 0		**936,103.68**	**359,016.27**	**181,036.31**	**181,036.31**	**396,051.10**	**57.69**

AI-23510 **20.E.1.**

Award/Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities

CC REGULAR

Date:	10/19/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Budget & Management

Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications/requirements attached hereto for Hidalgo County-"Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities" RFB NO: 2010-337-10-13-SGS.

BACKGROUND

1. New contract to commence upon approval of Commissioner's Court.
2. Recommended vendor is_____.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

Available balance of $15,756.58 as of 10/15/10. (Funding will be provided on an "as needed basis")

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2010 11:43 AM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 01:50 PM	APRV
3	Olga Garza	Olga Garza	10/15/2010 03:52 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Sandy Suarez Started On: 10/14/2010 04:52 PM

Final Approval Date: 10/15/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October 13, 2010 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Funding Sources) "SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES"
BID NO: 2010-337-10-13-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) U.S. SECURITY ASSOCIATES, INC. Attn: Pedro H. Escamilla	e-mail	Sandy Suarez	09/27/10	2434 River Drive Harlingen, TX. 78552 P#866-814-6677 (toll free) D#956-564-0395 pescamilla@ussecurityassociates.com
2.) CYMEZ INTERNATIONAL SECURITY, LLC Attn: Oscar Del Toro	IP	Sandy Suarez	09/27/10	1124 N. International Blvd. Ste 904 Hidalgo, TX, 78557 P# 956-212-6415 nationalcop2003@yahoo.com
3.) VALLEY METRO SECURITY SERVICES Attn: Josanna Guerrereo	e-mail	Sandy Suarez	09/27/10	12513 Bail Bond Dr. Edinburg, TX. 78542 P# 956-287-7600 F# 956-287-7605 josannag@valleymetro.net
4.) CORPORATE CONTRACTING ASSISTANT Attn: Kirsten Landers	e-mail	Sandy Suarez	09/28/10	10100 Reunion Place Ste #750 San Antonio, TX. 78216 P#210-299-7624 F#210-299-7624 kirsten@vetssecuringamerica.com
5.) TREJO'S SECURITY& INVESTIGATIONS Attn: Yolanda	e-mail	Sandy Suarez	09/28/10	5510 North Cage Blvd. Ste# H Pharr, TX. 78577 P# 956-661-8033 F# 956-283-1787 rtinvestigations5510@yahoo.com
6.) GOLD SHIELD SECURITY SERVICE Attn: Irene Canales	e-mail	Sandy Suarez	09/28/10	5401 N. 10th Str. Ste# 120 McAllen, TX. 78540 P# 956-631-9807 F# 630-6755 gsss2008@aol.com
7.) BOLT SECURITY COMPANY Attn: Miranda Perez or Katherine Perez & Tiffany Ramero	e-mail	Sandy Suarez	09/28/10	107 N. 10th Ave. Edinburg, TX. 78541 P# 381-1800 F# 956-383-1155 Katherine_g_perez@yahoo.com & Miranda_perez@sbcglobal.net; Tiffany_romero@att.net
8.) ALLEGIANCE SECURITY GROUP, LLC Attn: Tara Montilla	e-mail	Sandy Suarez	09/28/10	2900 Arendell Str. Ste. # 18 Morehead City, NC. 28557 Tara..Maontilla@allegiancesecurityteam.com
9.) G4S Secure Solutions USA, dba Wackenhut Attn: Cyndi Goirdano	e-mail	Sandy Suarez	09/28/10	San Antonio/Austin M# 210-326-9595 P# 210-826-2646 S.A. Off. P# 512-828-3700 Austin Off. Cyndi.giordano@usa.g4s.com

10.) G4S SECURE SOLUTIONS USA, dba WACKENHUT Attn: Cynthia Trifilio	e-mail	Sandy Suarez	09/28/10	10777 Northwest Freeway, Ste. 500 Houston, TX. 77092 P# 713-621-6672 DP# 713-426-9715 M# 281-408-9719 same co as# 9 Cynthia.trifilio@usa.g4s.com
11.) DTM CORPORATION (700) Attn: Inspector Larry D. Covington	e-mail	Sandy Suarez	09/28/10	700 Silver Spring , Maryland 20910 lcovington@dtmcorp.com
12.) SOUTH STAR SECURITY Attn: Priscilla	e-mail	Sandy Suarez	09/28/10 & 09/30/10	802 W. De Oro Pharr, TX. 78577 P# 956-783-8669 starj@att.net
13.) ALL PHASE SECURITY, INC. Attn: Renee Ortiz	e-mail	Sandy Suarez	09/28/10	rortiz@allphasesecurity.com
14.) ABC SECURITY SERVICE, INC. Attn: Alan Tam	e-mail	Sandy Suarez	09/28/10	alan@abcsecurityservice.com
15.) PRESIDIO NETWORKED SOLUTIONS Attn: Roy Hanks	e-mail	Sandy Suarez	09/28/10	D# 956-874-7777 F# 956-994-0484 rhanks@presidio.com
16.) D & C FENCE COMPANY Attn: BJ Benavides	e-mail	Sandy Suarez	09/29/10	**bbvenavides@DCFence.com**
17.) RAPID SECURITY Attn: B. Flores	IP	Sandy Suarez	09/30/10	1820 E. Griffin Parkway Ste #J Mission, TX. 78572 P# 956-584-0361 beflores205@yahoo.com
18.) CSS ALLIANCE	e-mail	Sandy Suarez	09/30/10	P# 866-462-7786 F# 616-248-3277 mnavan@gocss.com
19.) Whelan Security Attn: Reyes Cortez	e-mail	Sandy Suarez	10/01/10	9442 Capital Of Texas Hwy N. Plaza 1 Ste# 500 Austin, TX. 77859 956-309-0702 rcortez@whelansecurity.com
20.) SOUTH STAR SECURITY Attn: Mr. Ayala	IP	Sandy Suarez	10/06/10	802 W. De Oro Pharr, TX. 78577 same co. as #12 P# 956-783-8669 starj@att.net
21.) JTO Security Investigations Attn: Deanna Schmtt	e-mail	Sandy Suarez	10/07/10	1324A Brenda Lane Humble, TX. 77338 P# 281-891-5188 Jto30@aol.com
22.) Magnum Force in Texas Attn: Adrian Garcia	email	Sandy Suarez	10/12/10	10510 N. Moorefield Road Mission, Texas 78574 956-445-2731 magnumforceintexas@gmail.com.

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources)

BID OPENING DATE: SEPTEMBER 13, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"

BID NO: 2010-337-10-13-SGS | **BUYER: SANDY SUAREZ**

	NAME OF COMPANY	**STATE CERTIFIED "ARMED"** SECURITY GUARD	**STATE CERTIFIED "NON-ARMED"** SECURITY GUARD	PATROL CAR -DAILY RATE	EMERGENCY DISATERS AND /OR DISATERS
1.	CYMEZ INTERNATIONAL SECURITY Hidalgo, TX.	$10.25 Hourly rate	$ 10.25 Hourly rate	$ 12.00 Daily rate	Armed: $12.00 Non-Armed : $12.00
2.	RAPID SECURITY, INC. Mission, TX.	$10.75 Hourly rate	$ 10.50 Hourly rate	$ 45.00 Daily rate	Armed: $10.75 Non-Armed : $10.50
3.	SOUTH STAR SECURITY SERVICE Pharr, TX.	$11.00 Hourly rate	$ 10.50 Hourly rate	$ 11.00 **per Hour**	Armed: $11.00 Non-Armed : $10.50
4.	VALLEY METRO SECURITY, LLC Edinburg, TX.	$11.12 Hourly rate	$10.28 Hourly rate	$ 48.24 Daily rate	Armed: $16.71 Non-Armed: $15.39
5.	JTO SECURITY INVESTIGATIONS Humble, TX.	$25.00 Hourly rate	$ 18.00 Hourly rate	$ 40.00 Daily rate	Armed: $35.00 Non-Armed: $22.50
6.	**** CODE 7 SECURITY Mission, TX.	$10.00 Hourly rate	$9.80 Hourly rate	$ 15.00 Daily rate	Armed: $10.00 Non-Armed : $9.80
7.	**** BOLT SECURITY CO. Edinburg, TX.	$13.25 Hourly rate	$11.00 Hourly rate	$ N/A Daily rate	Armed: $19.88 Non-Armed: $16.50

NOTE: **** Did not meet all requirements.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-337-10-19

THIS CONTRACT is made and entered into this **19th** Day of **October, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Cymez International Security, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **October 19, 2010** and ending on **October 18, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for **two (2)-one (1)** year **terms** at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Cymez International Security** **Attn: Oscar Del Toro, Jr.** **1124 N. International Blvd., Ste. 904** **Hidalgo, Texas 78557**

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: **October 19, 2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT -FACILITIES"**
Bid No: 2010-337-10-13-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY (All Funding Sources)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO: 2010-337-10-13-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 7 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 8 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.
Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent — 09/27/2010 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-337-10-13	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDS-PARKS-EQUIPMENT-FACILITIES"

BID OPENING DATE:
OCTOBER 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** 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-2010-337-10-13-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, OCTOBER 13, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-337-10-13-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, TX. 78539
Attn: Elizabeth Cano
956-318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**October 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For
HIDALGO COUNTY (ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

COUNTY OF HIDALGO
REQUEST FOR BID
"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

OVERVIEW:

The County of Hidalgo is seeking qualified participants(s) to furnish **Security Services** for RFB- HIDALGO COUNTY. Services will be required Monday-Sunday, hours will be determined by location and on an as needed basis.

There will be a **"Pre-Bid Meeting"** scheduled for Thursday, **September 30, 2010 @10:30 A.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, October 13, 2010. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO.
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT:
Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as

described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where

religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County 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 Bid (RFB) 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 proposers 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.

BIDS DELIVERY:
Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS:
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.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS:
The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
To render Security Services for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County on "an as needed basis".

SCOPE OF SERVICES:
a) Contractor will be required to provide security services at the direction of Hidalgo County for this project. Services will be as scheduled by Hidalgo County Mondays – Sunday on an as needed basis.

b) It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements.

c) Security Services to include patrolling by marked security vehicle of such if requested.

d) Contractor will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** which "Emergency" may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.

e) It shall be the responsibility of the contractor to comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

f) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

g) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

h) The point of contact for designation of assignment of County owned Structures, Buildings, Parks, Equipment or Facilities and or any additional matter will be Valde Guerra, HC Executive Officer.

ADDITIONAL INFORMATION:
THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL
Must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety.

SECURITY OFFICERS
Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

DURATION OF CONTRACT
1. The initial term of the contract shall be for one (1) year period, with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED
Hidalgo County requires **one (1) original submittal and three (3) copies.**

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULE:
Hidalgo County will direct, assist and provide a list of structures, buildings, parks, equipment or facilities. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete additional structures, buildings, parks and other facilities throughout the contract term.

SELECTION PROCEDURES
The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE
Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

Any contract awarded 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 day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, October 13, 2010**.

METHOD OF AWARD:

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Certifications, permits as mandated by the State Of Texas;
2. Insurance Certifications;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

REQUEST FOR BID

"SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES"

RFB: 2010-337-10-13-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $_____

Hourly Rate for State Certified Non-Armed Security Guard: $_____

Daily Rate for Patrol Unit: $_____

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ _____
Non-Armed $ _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS
HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES)

RFB: 2010-337-10-13-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's 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
(CIQ FORM)

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BID

"SECURITY SERVICE FOR COUNTY-OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES"

RFB No.: 2010-337-10-13-SGS

Important: *CIQ form must be recorded at Hidalgo County Clerk's Office.*
Any questions pertaining to this form, please contact me.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES"

RFB: 2010-337-10-13-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

HIDALGO COUNTY
(All FUNDING SOURCES, PROGRAMS AND ENTITIES)
REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"

RFB: 2010-337-10-13-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY
(ALL FUNDING SOURCES)

REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDGS-PARKS-EQUIPMENT-FACILITIES"

RFB: 2010-337-10-13-SGS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this ____ Day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Services For County Owned Structures, Buildings, Parks, Equipment Or Facilities"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2010** and ending on _____, **2011.** Hidalgo County at its sole discretion elect the option to extend the contract for **two (2)-one (1)** year **terms** at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST: By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"

VENDOR'S BID

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS



EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $ 10.25

Hourly Rate for State Certified Non-Armed Security Guard: $ 10.25

Daily Rate for Patrol Unit: $ 12.00

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ 12.00
Non-Armed $ 12.00

INSURANCE CERTIFICATES INCLUDED: **YES** ✓ **NO** _____

BIDDER/COMPANY NAME: CyMez International Security L.L.C.
ADDRESS: 1124 N. Int'l Blvd. ste 904
CITY/STATE/ZIP CODE: Hidalgo TX 78557
PHONE & FAX NUMBER: 956-843-8238 office / 956-661-1451 FAX
E-MAIL ADDRESS: nationalcop2003@yahoo.com
CELLULAR NUMBER: 956-212-6415
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Oscar Del Toro JR
TITLE: Operation Manager
DATE: 9-29-10

OPENED
9:44am
10-13-2010
Witnessed

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

OP ID CT

DATE (MM/DD/YYYY) 08/18/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Central Insurance Agency, Inc.
24 Bellemeade Avenue Suite 2
Smithtown NY 11787
Phone:877-242-9600 Fax:877-243-8995

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: CYMEZ-1

INSURED

Cymez International Security LLC Suite 904
1124 N International Blvd
Hidalgo TX 78557

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	10348
INSURER B:	Zurich American Insurance Co.	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY			BSPKG0193101	08/05/10	08/05/11	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Assault & Battery						MED EXP (Any one person)	$5,000
	X Errors & Omission						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC0372484800	08/17/10	08/17/11	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1000000
							E.L. DISEASE - POLICY LIMIT	$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

COMPANY WILL PROVIDE OFFICIAL INSURANCE DOCUMENT ON OR BEFORE COMMISSIONERS COURT DATE OF 10/19/10 ALONG WITH THE AUTO INSURANCE.

OOF-2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-23476 **20.F.1.**

BCAP-Pct 1-Round III-Road & Drainage Construction for Diaz Subdivision Award Recommendation

CC REGULAR

Date:	10/19/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Recommendation by project engineer, TEDSI Infrastructure Group, to award to the lowest bidder meeting all specifications: Saenz Utility Contractors in the amount of $90,413.25 for Bid No. CAP-10-336-09-29-YSI “Road & Drainage Construction for Diaz Subdivision".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-228-1-731/733

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

BUDGETARY IMPACT:

Obj. 731 "Roads"-Available balance as of 10-15-10 $38,012.50.
Obj. 733 "Draiage Ditches"-Available balance as of 10-15-10 $9,000.00

Additional funding pending intra and interdept transfers, refer to AI's #23457 & 23458, CC 10-19-10, Consent Agenda.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-228-1-731/733

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

BUDGETARY IMPACT:

Funding pending interdept transfer, refer to AI #23456, CC 10-19-10, Consent Agenda to cover overrun (R & B portion) of Diaz S/D BCAP project.

Attachments

Link: c brkdwn diaz.23476
Link: req tx dot con.23746
Link: eng recmnd.23746
Link: b tab sheet.23476
Link: ai req.23476
Link: exp rprt.23476

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 02:23 PM	APRV
2	Budget & Management	Sylvia Solis	10/14/2010 02:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2010 01:57 PM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Yvette Islas Started On: 10/13/2010 03:37 PM

Final Approval Date: 10/15/2010

Diaz Subdivision
CSJ: 3C1080228
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	7	STA	$600.00	$4,200.00
2	110	Excavation (Roadway)	479	CY	$10.00	$4,790.00
3	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	23	CY	$25.00	$575.00
4	247	FL BS (CMP IN PLC)(Final)(DENS Cont)(TY C)	2295	SY	$7.50	$17,212.50
5	260	Lime Treatment (Exist Mtrl) (6") (Subgr)	2645	SY	$1.75	$4,628.75
6	260	Lime (HYD, COM PR QK) (Slurry) or QK(Dr)(Subgrade)	20	TON	$180.00	$3,600.00
7	260	Lime Trt (New Base)(8")(Flex Base)	2295	SY	$3.00	$6,885.00
8	260	Lime (HYD< COM OR QK)(SLY) OR QK(Dry)(Flexbase)	17	TON	$180.00	$3,060.00
9	310	Prime Coat (MC-30)	385	GAL	$4.00	$1,540.00
10	340	D-GR HMA (METH) TY-D SAC-B PG76-22	1924	SY	$10.50	$20,202.00
11	400	Cut & Restore Pav (Asph)	12	SY	$35.00	$420.00
12	500	Mobilization	1	LS	$5,000.00	$5,000.00
13	502	Barricades, Signs and Traffic Handling	2	MO	$1,250.00	$2,500.00
14	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	1395	LF	$2.00	$2,790.00
15	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	13	LF	$30.00	$390.00
16	666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	150	LF	$3.00	$450.00
17	666	REFL PAV MRK TY I (Y) 4" (SLD)(100 MIL)	160	LF	$3.00	$480.00
		SubTotal Base Bid →				**$78,723.25**
		DRAINAGE				
1	464	RCP (CL III) (18")	80	LF	$25.00	$2,000.00
2	530	Driveways (Asphalt, Concrete, Pavement)	256	SY	$15.00	$3,840.00
3	530	Driveways (Concrete)	21	SY	$50.00	$1,050.00
4	556	15" ADS Corrugate Pipe	240	LF	$20.00	$4,800.00
		SubTotal Drainage →				**$11,690.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$90,413.25**

Project Length: (LF)		700
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**66,290.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**55,595.17**
Allowed Increase:	**$**	**10,694.83**

Amt Inc. **$ 13,898.79**

Diaz Subdivision
CSJ: 3C1080228
Cost Breakdown
Precinct 1

Road Construction Allocation:	$ 38,012.50
Possible 25% Transfer In Other Projects (Village Grove):	$ 10,500.00
Contingency Transfer In:	$ 7,942.06
Total Allocation, 25% Transfer and Contingency Transfer	$ 56,454.56
Low Base Bid Roadwork	$78,723.25
Overrun/Underrun	($22,268.69)

Drainage Allocation:	$ 9,000.00
Transfer In: Other Projects	
Total Allocation and Transfer	$9,000.00
Drainage Cost:	$11,690.00
Overrun/Underrun	-$2,690.00

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

14 October 2010

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-10-336-09-29-YSI 3rd Call Project; Diaz Subdivision
CSJ: 3C1080228

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

TEDSI Infrastructure Group has reviewed bids and tabulations and is recommending Saenz Utility Contractors of Edcouch, Texas as the low bidder for the above-referenced project. The amount budgeted for roads is $55,595.18 and the amount budgeted for drainage is $9,000.00 for a total amount of $64,595.18. Based on the low bid amounts, both roads and drainage have overruns. The total roadwork allowable at $500K/mile is $66,290.00 ($94.70/ft @500K/mi X 700 linear foot). The County will transfer funds from Village Grove ($10,500) and the rest will be covered by road and bridge funds. The overage for drainage ($2,690.00) will be covered by transferring funds from L & P Subdivision drainage. With the above-mentioned transaction, the project will still be within the $500K/mile cap.

The award will be to the low bidder Saenz Contractors with a low bid amount of $90,431.25. The bids received were as follows:

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Contractor	Read Total	Correct Total
Saenz Utility Contractors	$90,413.25	$90,413.25
AG III	$144,611.27	$144,611.27

Commissioner A.C. Cuellar concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner A.C. Cuellar, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Raul Lozano, Chief Administrator Precinct 1 (email)
John Paul Lugo, HCBCAP County Wide Coordinator
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

October 07, 2010

Mr. Agapito Vargas Jr.
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: Diaz Subdivision (CAP-10-336-09-29-YSI) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Saenz Utility Contractors.

We found no errors in Saenz Utility Contractors bid tabulations as submitted by Hidalgo County Purchasing Department.

Saenz Utility Contractors bid total for Diaz Subdivision ($90,413.25) is higher than Engineer's Estimate ($70,576.15). Saenz Utility Contractors bid total is higher than Allocated Construction Funds ($47,012.50 roadway & drainage plus $10,765.86 contingencies).

It is unlikely that re-advertisement projects will lead to prices within Colonia allocated construction funds. At this point, we are not certain that re-advertisement will lead to prices within range of Engineer's Estimate.

We have noticed a decrease in number of plan holders for the last two advertised Pct 1 colonias. If this is a trend, BCAP may have to consider the possibility of advertising several subdivisions in a single bid. This will lead to a higher construction cost estimate, thus more contractors may be inclined to submit a bid.

Should Hidalgo County secure additional funds for this project, it is our recommendation that Hidalgo County award Construction of above mentioned subdivisions to Saenz Utility Contractors.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Bid analysis for all bidders, Bid tabulations from all bidders

BID ANALYSIS - DIAZ SUBDIVISION

ROADWAY IMPROVEMENTS				Engineer's Estimate		APPARENT LOW BIDDER Saenz Utility Contractors			AG III Contractors, LLC		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-
0100	7	STA	PREPARING ROW	$500.00	$3,500.00	$600.00	$4,200.00	+20.0%	$304.36	$2,130.52	-39.1%
0110	479	CY	EXCAVATION (ROADWAY)	$3.60	$1,724.40	$10.00	$4,790.00	+177.8%	$7.00	$3,353.00	+94.4%
0132	23	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C)	$9.00	$207.00	$25.00	$575.00	+177.8%	$12.00	$276.00	+33.3%
0247	2295	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$6.00	$13,770.00	$7.50	$17,212.50	+25.0%	$13.00	$29,835.00	+116.7%
0260	2645	SY	LIME TRT (EXST MATL)(6")(SUBGRADE)	$2.25	$5,951.25	$1.75	$4,628.75	-22.2%	$3.00	$7,935.00	+33.3%
0260	20	TON	LIME (HYD, COM OR QK)(SLRY)OR QK(DRY)(SUBGRADE)	$138.00	$2,760.00	$180.00	$3,600.00	+30.4%	$167.00	$3,340.00	+21.0%
0260	2295	SY	LIME TRT (NEW BASE)(8")(FLEXBASE)	$2.00	$4,590.00	$3.00	$6,885.00	+50.0%	$13.00	$29,835.00	+550.0%
0260	17	TON	LIME (HYD, COM OR QK)(SLRY)OR QK(DRY)(FLEXBASE)	$138.00	$2,346.00	$180.00	$3,060.00	+30.4%	$167.00	$2,839.00	+21.0%
0310	385	GAL	PRIME COAT (MC-30)	$4.00	$1,540.00	$4.00	$1,540.00	+0.0%	$5.25	$2,021.25	+31.3%
0340	1924	SY	D-GR HMA(METH) TY-D SAC-B PG76-22	$7.50	$14,430.00	$10.50	$20,202.00	+40.0%	$7.25	$13,949.00	-3.3%
0500	1	LS	MOBILIZATION	$1,000.00	$1,000.00	$5,000.00	$5,000.00	+400.0%	$15,000.00	$15,000.00	+1400.0%
0502	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,000.00	$2,000.00	$1,250.00	$2,500.00	+25.0%	$2,500.00	$5,000.00	+150.0%
0666	1395	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$1.50	$2,092.50	$2.00	$2,790.00	+33.3%	$5.72	$7,979.40	+281.3%
0666	13	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$10.00	$130.00	$30.00	$390.00	+200.0%	$34.20	$444.60	+242.0%
0666	150	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$1.50	$225.00	$3.00	$450.00	+100.0%	$5.70	$855.00	+280.0%
0666	160	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$1.50	$240.00	$3.00	$480.00	+100.0%	$5.35	$856.00	+256.7%
TOTALS				$56,506.15		$78,303.25		+38.6%	$125,648.77		+122.4%

DRAINAGE IMPROVEMENTS				Engineer's Estimate		Saenz Utility Contractors			AG III Contractors, LLC		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-
0400	12	SY	CUT & RESTORING PAV (ASPH)	$51.00	$612.00	$35.00	$420.00	-31.4%	$25.00	$300.00	-51.0%
0464	80	LF	RC PIPE (CL III)(18 IN)	$30.00	$2,400.00	$25.00	$2,000.00	-16.7%	$35.00	$2,800.00	+16.7%
0530	21	SY	DRIVEWAY (CONC)	$42.00	$882.00	$50.00	$1,050.00	+19.0%	$43.00	$903.00	+2.4%
0530	256	SY	DRIVEWAY (ACP)	$21.00	$5,376.00	$15.00	$3,840.00	-28.6%	$35.00	$8,960.00	+66.7%
0556	240	LF	15" ADS CORRUGATED PIPE	$20.00	$4,800.00	$20.00	$4,800.00	+0.0%	$25.00	$6,000.00	+25.0%
TOTALS				$14,070.00		$12,110.00		-13.9%	$18,963.00		+34.8%

GRAND TOTAL	$70,576.15	$90,413.25	+28.1%	$144,611.77	+104.9%

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group
NAME

SIGNATURE

10-07-2010
DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: September 29, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR DIAZ SUBDIVISION

BID NO: CAP-10-336-09-29-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Saenz Utility Contractors	$90,413.25	Bid Bond Included
2.	AG III Contractors, LLC	$144,611.77	Cashier's Check Included
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"John Paul Lugo"; "Raul Lozano"; "Katia Garcia"; "dina trevino"; "Marcie Jackson"
Subject:	Agenda Item Low Bid Award - 3rd Call Project Diaz Subdivision
Date:	Wednesday, October 13, 2010 4:15:05 PM
Attachments:	2010-10-07a_Diaz Award Recommendation.pdf Cost Breakdown Diaz Subdivision.xls exp report oct042010.PDF

Yvette, please place the following item on CC agenda for Tuesday 19th October 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Diaz Subdivision (CSJ: 3C1080228)
Project Location: Precinct 1
Low Bidder: Saenz Utility Contractors; Edcouch, TX
Project Engineer: TEDSI Infrastructure Group
Account: 0-1312-431-00-121-228-1-731 & 733 & 0-1200-431-00-121-228-0-731&733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

P.S. Copy of letter to TXDOT will be forwarded tomorrow.

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COST	.00	1,456.16	.00	.00	1,456.16	.00
0-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	731.27	634.70	96.57	.00	100.00
0-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,324.25	1,324.25	.00	.00	100.00
0-1312-431-00-121-228-1-540	DIAZ SUBDIVISION-ADVERTISING	.00	600.00	600.00	.00	.00	100.00
0-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	.00	38,012.50	.00	.00	38,012.50	.00
0-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
0-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	7,942.06	.00	.00	7,942.06	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**59,066.24**	**2,558.95**	**96.57**	**56,410.72**	**4.50**
0 YEAR 0		**.00**	**59,066.24**	**2,558.95**	**96.57**	**56,410.72**	**4.50**