AI-24372 **6.D.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:40 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:46 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/09/2010 02:24 PM	
Final Approval Date: 12/09/2010				

AI-24370 **6.E.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:39 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:46 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/09/2010 02:21 PM	
Final Approval Date: 12/09/2010				

AI-24352 **6.F.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:52 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:47 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/08/2010 05:07 PM	
Final Approval Date: 12/09/2010				

AI-24388 **6.G.**

Claim of Eduardo "Walo" Bazan

CC REGULAR

Date:	12/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Claim of Eduardo "Walo" Bazan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2010 07:54 AM	APRV
2	Auditor's Office		12/10/2010 08:01 AM	NEW

Form Started By: Angela Garcia Started On: 12/10/2010 07:29 AM

Final Approval Date: 12/10/2010

AI-24373 **7.D.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:40 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:46 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/09/2010 02:25 PM	
Final Approval Date: 12/09/2010				

AI-24371 **7.E.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:39 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:46 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/09/2010 02:22 PM	
Final Approval Date: 12/09/2010				

AI-24353 **7.F.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 02:52 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 04:47 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 04:53 PM	APRV
Form Started By: Monica Badillo			Started On: 12/08/2010 05:08 PM	
Final Approval Date: 12/09/2010				

AI-24389 **7.G.**

Claim of Eduardo "Walo" Bazan

CC REGULAR

Date:	12/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Claim of Eduardo "Walo" Bazan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2010 07:55 AM	APRV
2	Auditor's Office		12/10/2010 08:01 AM	NEW

Form Started By: Angela Garcia Started On: 12/10/2010 07:30 AM

Final Approval Date: 12/10/2010

AI-24354 **10.B.**

Appointment of Civil Service Commission Members
CC REGULAR

Date: 12/13/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Appointment of Civil Service Commission Members

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 08:23 AM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 02:07 PM	APRV
3	Purchasing Department	Marty Salazar	12/09/2010 03:36 PM	APRV
Form Started By: Monica Badillo			Started On: 12/08/2010 05:12 PM	
Final Approval Date: 12/09/2010				

AI-24366 **10.C.**

Pledge of vehicle reg. fees

CC REGULAR

Date:	12/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action to authorize the County Judge to sign letter to Hidalgo County Regional Mobility Authority (RMA) concerning pledge of vehicle registration fees.

BACKGROUND

Legal Counsel will provide back for submittal at Commissioners Court

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 04:15 PM	APRV
2	Rey Salazar	Rey Salazar	12/09/2010 05:24 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:56 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW
Form Started By: Angela Garcia			Started On: 12/09/2010 01:36 PM	
Final Approval Date: 12/10/2010				

AI-24367 **10.D.**

MOU with RMA concerning surplus revenue

CC REGULAR

Date:	12/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action to approve Memorandum of Understanding with the Regional Mobility Authority concerning surplus revenue.

BACKGROUND

Legal Counsel will provide back for submittal at Commissioners Court

Fiscal Impact

Attachments

Link: MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 04:15 PM	APRV
2	Rey Salazar	Rey Salazar	12/09/2010 05:25 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:57 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Angela Garcia — Started On: 12/09/2010 01:41 PM

Final Approval Date: 12/10/2010

AI-24380 **10.E.**

FLSA Exempt Employees Leave

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action on Proposed Policy and Definitions with regards to exempt employees leave

BACKGROUND

Fiscal Impact

Attachments

Link: policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 04:16 PM	APRV
2	Auditor's Office	Linda Fong	12/09/2010 05:23 PM	APRV
3	Dina Trevino		12/10/2010 08:01 AM	NEW
Form Started By: Monica Badillo			Started On: 12/09/2010 04:04 PM	
Final Approval Date: 12/10/2010				

Proposed Policy and Definitions

Public Accountability and Partial Day Deductions

5.00[1] Hidalgo County employees are held to a higher level of responsibility under the public trust which demands effective and efficient use of public funds in order to serve the public interest. The use of public funds should always be in the public interest and not for individual or private gain, and public employees should not be paid for time they do not work that is not otherwise guaranteed to them (such as personal or sick leave). The public interest does not tolerate wasteful and abusive excesses such as padded payrolls or "phantom" employees. Hidalgo County is entrusted with public resources and must be answerable for fiscal responsibly to those who have assigned such responsibilities to them. As such, under the principles of "public accountability," Hidalgo County employees should not be paid for time they do not work, except as otherwise permitted by leave policies.

It is the policy of Hidalgo County to compensate salaried employees for the work they perform in compliance with the Fair Labor Standards Act (FLSA). Employees who are classified as exempt from the overtime provisions of the FLSA are paid bi-weekly and receive a salary which is intended to compensate the employee for all hours worked during the core workweek ("Exempt Employee"). While the salary may be subject to review and modification from time to time, the salary will be a predetermined amount. Nonetheless, under certain circumstances, the salary of an Exempt Employee is subject to deduction as follows:

a. An Exempt Employee who has used all Paid Leave and is absent during the core workweek for a time greater than **[thirty (30) consecutive minutes]**[2], shall have his/her salary deducted for the time not worked ("Docked Time"). The deduction calculations are based upon the employee's regular work schedule and rate of pay in effect during the pay period in which the Docked Time occurs.

b. An Exempt Employee may be subject to Docked Time under the following circumstances:

   1. Permission for the use of Paid Leave has not been sought or has been sought and denied;
   2. Paid Leave has been exhausted;
   3. The employee chooses to use leave without pay; or
   4. When the County orders a furlough for budgetary reasons.

c. Hidalgo County prohibits Elected Officials/Department Heads from making or authorizing any improper deductions from an Exempt Employee's salary. Employees should be aware of this policy and report any improper deductions to the immediate supervisor or to the Payroll Director of Hidalgo County. Reports of

[1] Renumber Non-Discrimination to 5.01 and Sexual Harassment to 5.01A

[2] Time to be determined by Commissioners Court

improper deductions will be investigated promptly. An Exempt Employee whose salary has been reduced in violation of this policy will be reimbursed. Retaliation against an employee who files a report under this section is prohibited. (Adopted September __, 2010).

Definitions to be added:

2.28B. Paid Leave means those absences for which the County pays an employee and may include Administrative Leave (7.35), Annual Leave (7.37), Bereavement Leave (7.225), Court Leave (7.67), [Discretionary Leave (7.60)][3], Holidays (7.108), or Sick Leave (7.130). (Adopted September ___, 2010).

[3] Add to policy if Discretionary Leave for exempt employees is approved by Commissioners Court.

AI-24384 **10.F.**

2nd Amendment to Interlocal Agreement with DD #1 for acct./procurement services

CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Discussion and action on approving the 2nd Amendment to Interlocal Agreement dated 9/20/05 for accounting and procurement services to be provided to the Hidalgo County Drainage District No. 1 by Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Link: draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2010 07:53 AM	APRV
2	Erika Zamora	Erika Zamora	12/10/2010 07:57 AM	APRV
3	Auditor's Office		12/10/2010 08:01 AM	NEW

Form Started By: Monica Badillo — Started On: 12/09/2010 07:55 PM

Final Approval Date: 12/10/2010

AI-24319 **10.G.**

HIDTA 2010 Grant Modification

CC REGULAR

Date:	12/13/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA Task Force (1291):
1. Approval to accept Award No. G10SS002A Modification #1 (supplement) between Hidalgo County and the Executive Office of the President Office of National Drug control Policy HIDTA Task Force Grant, decreasing the award amount by ($1,165.00).
2. Approval to unappropriate funds for the HIDTA Task Force- South Texas McAllen Initiative (pgm 003) in the amount of ($1,165.00).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-003-0-890

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

BUDGETARY IMPACT:

Funds available to unappropriate in the amount of $1,165.00 available in acct. #0-1291-412-00-270-003-0-890.

HIDTA Task Force FY10 Revenue Acct. #0-1291-331-10-270-003-0-000

Attachments

Link: Supplement#1

Link: Supplement-Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 03:07 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/09/2010 02:09 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:26 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Nelda Olivarez Started On: 12/08/2010 01:31 PM

Final Approval Date: 12/10/2010

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G10SS0002A 5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 11/23/2010 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$735,174.00
3. Project Title McAllen Initiative	10. Amount of This Award: 11. Total Award:	($1,165.00) $734,009.00
12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award.		
13. Statutory Authority for Grant: Public Law 111-117		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Mr. Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1011 OND2000000 OC 4101 JID: 23410

Initiative Cash by HIDTA

FY 2010

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G10SS0002A
		South Texas HIDTA McAllen Initiative	684,540.00	Investigation	G10SS0002A
	Agency Total : Hidalgo County Auditor's Office		**734,009.00**		
Total			**734,009.00**		

11/23/2010 9:51:16 AM

Budget Detail

2010 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G10SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds) ***($1,165.00)***

Services	Quantity	Amount
Services		($1,165.00)
Total Services		**($1,165.00)**
Total Budget		**($1,165.00)**

DATE: DECEMBER 8. 2010

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-0-XXX

REVENUE - 1291-331-10-270-003-0-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

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

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
0-1291-412-00-270-003-	0 890	OTHER	(1,165.00)
		TOTAL TO UNAPPROPRIATE	$ (1,165.00)
0-1291-331-10-270-003-	0 000	HIDTA TASK FORCE 2010 GRANT	(1,165.00)
		TOTAL ESTIMATED REVENUES	$ (1,165.00)

TO UNAPPROPRIATE $1,165.00 THE HIDALGO COUNTY HIDTA 2010 GRANT NUMBER G10SS0002A

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

12/7/2010

APPROVED BY COMMISSIONER'S COURT — DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-24339 **10.H.1.**

Wireless Device Request
CC REGULAR

Date: 12/13/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Health & Human Services:
Authorization to purchase cell phones through the County's membership/participation (CONTRACT # DIR-SDD-604, REQ# 186368) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/Empl #:	Service Total:	Equipment Total:
1	Cell Phone	Health & Human Serv.	Felipe Diaz 115312	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Luis A. Galvan 93661	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Juan Lopez 37796	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Ronnie Ramirez 58998	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Elizardo Ramos 33731	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Todd Buster 161845	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Ruben Hernandez 133027	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Jose Alvarez 155532	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Salvador Luna 86959	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Fabian Luevano 80543	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Rogelio Reyes 140864	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Jose Gonzalez 95923	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0
1	Cell Phone	Health & Human Serv.	Juan Torres 134376	Nationwide Talk Small Business Share 6000 @$25.94 + Taxes/Fees @$5.00 = $30.94/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Amount available for requisition# 186368 as of 12-6-10 $402.22 for Verizon Wireless.

Attachments

Link: Req & Requests

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 01:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/10/2010 07:27 AM	APRV
3	Auditor's Office		12/10/2010 08:01 AM	NEW

Form Started By: Griselda Salazar Started On: 12/08/2010 04:05 PM

Final Approval Date: 12/10/2010

Requisition

Req # 00186368

PO #

Date: 12/09/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **Josie Escalant**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR SDD 604 DO NOT DUPLICATE ORDER		
13.00	EACH	Nationwide Talk Small Business Share monthly cost for (13) county cell phones for daily office use for (1) month (December 2010) $30.94 per phone numbers are 956-207-4015, 956-219-5069, 956-219-5079, 956-219-5107, 207-451-7625, 956-827-1150, 956-827-1248, 956-827-1310, 956-827-1821, 956-827-1857, 956-827-1938, 956-827-9153, 956-827-9850, & 956-802-3576	25.94	337.22
13.00	EACH	tax fee	5.00	65.00
		Account No	Encumbrance	
		0-1100-441-00-340-001-0-532	402.22	
			Freight	.00
			Total	402.22
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: Salvador Luna Employee ID# 086959 Signature: [signature]

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___VERIZON Nationwide Talk Small Business Share Plan _____ -or-

☐ ___ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution_____

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

☐ Approved Date: _____ ☐ Disapproved

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

✓ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Luis Galvan Employee ID# 093661 Signature: _____

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Juan R. Torres Employee ID# 134376 Signature: Juan R Torres

DEPARTMENT: Health Department DEPT #: 304

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0-532

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

Requisition Total: $0.00 **Requisition Number:**_____

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

Signature | Eduardo Olivarez (Print Name) | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐___**VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

□ **Approved Date:** _____ □ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Rogelio Reyes Employee ID# 140864 Signature: Rogelio Reyes

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐___**VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Ronnie Ramirez Employee ID# 058998 Signature: _____

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐___**VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**
☐___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Ruben Hernandez Employee ID# 133027 Signature: _____

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Fabian Luevano Employee ID# 080543 Signature: Fabian Luevano

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jose Gonzalez Employee ID# 095923 Signature: _____

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Elizardo Ramos Employee ID# 033731 Signature: Elizardo Ramos

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Juan J. Lopez Employee ID# 037796 Signature: Juan Lopez

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = ____ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Todd Buster Employee ID# 161845 Signature: Todd Buster

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:**

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) **Executive Office Authorization:**

Signature	Print Name	Date

(5) **IT DEPARTMENT ONLY:**

Service Type Codes:

☐ **VERIZON Nationwide Talk Small Business Share Plan** -or-
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Felipe Diaz Employee ID# 115312 Signature: Felipe Diaz

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100-441-00-340-001-0--**532**

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

Requisition Total: $0.00 **Requisition Number:** _____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐___**VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jose Alvarez Employee ID# 155532 Signature: Jose Alvarez

DEPARTMENT: Health Department DEPT #: 340

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100-441-00-340-001-0--532

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

Requisition Total: $0.00 **Requisition Number:**_____

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

Signature	Eduardo Olivarez	12/08/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐___**VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

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

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

Revised: 1/21/2009

AI-24307 **10.I.1.**

Acceptance of Order setting salary for Court Reporters & County Auditor

CC REGULAR

Date:	12/13/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

a. Approval and acceptance of Order dated November 10, 2010 setting salary of Court Reporters for 2011.
b. Approval and acceptance of Order dated November 10, 2010 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2011.
c. Approval and acceptance of Order dated December 9, 2010 to create one (1) full time Accounts Payable Specialist I position, slot no. 0046, salary in the amount of $33,006.00.
d. Approval and acceptance of Order dated December 9, 2010 to create one (1) full time Accountant II position, slot no. 0047, salary in the amount of $44,903.00.
e. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Court reporters

Link: County Auditors

Link: County Auditors-Dec. 9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 10:16 AM	APRV
2	Erika Zamora	Erika Zamora	12/09/2010 05:18 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:37 PM	APRV
4	Purchasing Department	Angela Garcia	12/10/2010 08:01 AM	APRV

Form Started By: Angela Garcia — Started On: 12/07/2010 03:54 PM

Final Approval Date: 12/10/2010

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 10th day of November 2010, in the 93rd District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas, be set effective January 03, 2011, as per "Exhibit C".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 03, 2011.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 10th day of November 2010, as follows:

1570 711

Ricardo Rodriguez, Jr., Judge
92nd Judicial District of Texas

1574 603

Juan R. Partida, Judge
275th Judicial District of Texas

1590 001

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

1600 004

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

1560 541

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

1558 602

Noe Gonzalez, Judge
370th Judicial District of Texas

15651077

Rose Guerra Reyna, Judge
206th Judicial District of Texas

1578 497

Leticia Lopez, Judge
389th Judicial District of Texas

1587 134

Aida Salinas Flores, Judge
398th Judicial District of Texas

1533108

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

1505148

15890016

CC#2

CC#1 15930004

CC#5 15481132

CC#4 15481138

CC#6 1579 611

DATE 11/9/10

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

A-1570 712
B-1590 002
C-1560 542
D-15651078
E-1574 604
THE STATE OF TEXAS
F 1600 005
COUNTY OF HIDALGO
G 1558 603
H-1578-498

I-1587 135
430th 15331063
CC#1 15930005
449th 505150
CC#2 15890022
CC#5 15481131
CC#4 15481137
CC#6 1579 610

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 10th day of November 2010, in the 93rd District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the County Courts at Law Court Reporters of the respective County Courts at Law of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas, be set effective January 03, 2011, as per "Exhibit C".

THEREFORE, it is the Order of the County Courts at Law of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 03, 2011:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the County Courts at Law of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 10th day of November 2010 as follows:

Rodolfo Gonzalez, Judge
County Court at Law No. 1

1589001
Jaime J. Palacios, Judge
County Court at Law No. 2

Homero Garza, Judge
Probate Court of Hidalgo County

Fred Garza, Judge
County Court at Law No. 4

Arnoldo Cantu, Judge
County Court at Law No. 5

DATE 11/19/10
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

Albert Garcia, Judge
County Court at Law No. 6

Exhibit C

2011 Court Reporters Salary

NAME OF COURT	AMOUNT
1570 713-A 92nd District Court	$ 70,581.00
1590 003-B 93rd District Court	76,440.00
C-1560 543 139th District Court	80,000.00
D 15651079 206th District Court	81,356.00
E- 1574 605 275th District Court	71,000.00
F 1600 006 332nd District Court	75,000.00
1558 604 370th District Court	84,860.00
389th District Court 1578 491	77,356.00
398th District Court 1587 136	76,987.00
430th District Court 15331062	75,000.00
449th District Court 1505149	77,035.00
County Court at Law No. 1 15930006	82,500.00
County Court at Law No. 2 15890018	73,000.00
Probate Court of Hidalgo County	78,343.00
15481136 County Court at Law No. 4	72,709.00
15481130 County Court at Law No. 5	72,305.00
1579 609 County Court at Law No. 6	71,384.00
Auxiliary Court "A"	70,428.00
Auxiliary Court "B"	70,428.00

DATE 11/19/10
A true copy I certify
LAURA HINOJOSA
District Clerk Hidalgo County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 10th day of November 2010 in the 93rd District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 03, 2011, as per Exhibit "A".

Also, the Budget of the County Auditor was approved as submitted, as per Exhibit "B".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 03, 2011.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 10th day of November 2010.

1570 708

Ricardo Rodriguez, Jr., Judge
92nd Judicial District of Texas

1590 004

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

1560 544

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

15651074

Rose Guerra Reyna, Judge
206th Judicial District of Texas

1587 137

Aida Salinas Flores, Judge
398th Judicial District of Texas

1505151

Jesse Contreras, Judge
449th Judicial District of Texas

1574 600

Juan R. Partida, Judge
275th Judicial District of Texas

1600 001

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

1558 605

Noe Gonzalez, Judge
370th Judicial District of Texas

1578 494

Leticia Lopez, Judge
389th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

15890019

CC#2

CC#1 15930001

CC#3 15481133

CC#4 15481139

CC#6 1579 606

DATE 11/16/10

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

15331058 -430th

A-1570 709 G-1558 005 CC#2 15890020 EXHIBIT A
B-1590 005 CC#1 15930002
C-1560 545
D-15651075 CC#3 1579 607 15331059 CC#5 15481134
E 1574 681 Position H-1578 495
I-1587 138

2011 SALARY AND SUPPLEMENT
OF COUNTY AUDITOR AND ASSISTANT AUDITORS

F-1600 002

Position	SALARY	AUTO ALLOWANCE	SUPPLEMENT
County Auditor	$ 114,442.00	$ 6,000.00	$ 2,500.00
First Assistant Auditor	$ 92,582.00		$ 1,500.00
Director of Audit Division	$ 73,495.00		$ 1,500.00
Director of Accounting Division	$ 73,495.00		
Financial Accounting Supervisor	$ 58,342.00		
Compliance Audit Supervisor	$ 54,526.00		
Revenue Audit Supervisor	$ 54,526.00		
Accounts Payable Supervisor	$ 58,342.00		
Grants Accounting Supervisor	$ 58,342.00		$ 2,500.00
Accountant II	$ 42,305.00		
Internal Auditor I	$ 37,969.00		$ 1,500.00
System Support Specialist I	$ 47,093.00		
Internal Auditor I	$ 37,969.00		$ 1,500.00
Accountant III	$ 50,859.00		
Internal Auditor II	$ 40,078.00		$ 1,500.00
Internal Auditor I	$ 39,172.00		
Accountant II	$ 44,903.00		
Accountant I	$ 37,385.00		
Internal Auditor I	$ 37,969.00		
Internal Auditor II	$ 40,078.00		$ 1,500.00
Accountant I	$ 37,385.00		
Accountant II	$ 42,305.00		$ 1,500.00
Technician IV	$ 44,903.00		
Internal Auditor I	$ 37,969.00		
Accountant I	$ 37,385.00		$ 1,500.00
Administrative Assistant II	$ 33,961.00		
Internal Auditor I	$ 37,969.00		
Accounts Payable Specialist II	$ 37,385.00		
Accounts Payable Specialist II	$ 34,043.00		
Accounts Payable Specialist II	$ 32,929.00		
Accounts Payable Specialist I	$ 33,006.00		
Accounting Clerk I	$ 33,006.00		
Administrative Assistant II	$ 33,006.00		
Accounts Payable Specialist III	$ 37,109.00		
Accounts Payable Specialist II	$ 34,043.00		
Accounts Payable Specialist I	$ 33,006.00		
Administrative Assistant I	$ 30,747.00		
Accounts Payable Specialist I	$ 33,006.00		
Accounts Payable Specialist I	$ 33,006.00		
Accounts Payable Specialist I	$ 27,276.00		
Accountant II	$ 44,903.00		
Accountant II	$ 41,006.00		
Accounts Payable Specialist I	$ 33,006.00		
Accountant I	$ 37,385.00		
Accounts Payable Specialist I	$ 33,006.00		
TOTAL AUDITOR'S OFFICE	$ 1,986,623.00	$ 6,000.00	$ 17,000.00

DATE 11/19/10
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

A-1570 710 B-1590 006 C-1560 546 G-1558 607 15331060 430TH CC#1 15890021 H-1578 496 15930003 EXHIBIT B

Hidalgo County Auditor's Office CC#5 15481135

D 15651076 1574 602 2011 Budget CC#4 1548 1141

BE 1600 003 I-1587 139 CC#2 1579 608

F- 449 150515

OBJECT CODE	OBJECT NAME	AMOUNT
111	SALARIES OF OFFICIALS	$ 114,442.00
113	SALARIES OF EMPLOYEES	$ 1,872,181.00
115	LONGEVITY PAY	$ 9,300.00
117	SUPPLEMENTAL PAY	$ 17,000.00
118	AUTO ALLOWANCE	$ 6,000.00
211	HEALTH INSURANCE	$ 162,000.00
212	LIFE INSURANCE	$ 1,215.00
220	FICA	$ 154,702.00
230	RETIREMENT	$ 194,136.00
250	UNEMPLOYMENT	$ 10,112.00
260	WORKERS COMPENSATION	$ -
336	COMPUTER SERVICES	$ 40,000.00
342	INFORMATION & CREDIT SERVICES	$ 75.00
350	OTHER SERVICES	$ 1,000.00
432	EQUIP & VEHICLE R&M SERVICE	$ 3,000.00
442	EQUIP & VEHICLE RENTALS	$ 6,000.00
529	SURETY & NOTARY BONDS	$ 500.00
531	TELEPHONE	$ 16,000.00
532	WIRELESS DEVICES	$ 1,200.00
535	POSTAGE	$ 2,000.00
540	ADVERTISING	$ 5,000.00
550	PRINTING & BINDING	$ 3,000.00
581	TRAVEL IN COUNTY	$ 1,500.00
583	TRAVEL OUT OF COUNTY	$ 15,000.00
584	REGISTRATION FEES	$ 15,000.00
601	OFFICE & COMPUTER SUPPLIES	$ 22,000.00
607	HOUSEHOLD & JANITORIAL SUPPLIES	$ 75.00
631	BOTTLED WATER	$ 1,000.00
640	REFERENCE MATERIAL	$ 5,000.00
661	MINOR COMPUTER EQUIPMENT	$ 6,000.00
667	MINOR SOFTWARE	$ 2,000.00
745	COMPUTER EQUIPMENT	$ 5,000.00
810	DUES & MEMBERSHIPS	$ 3,000.00
TOTAL		**$ 2,694,438.00**
SALARY EXPENSES		**$ 2,541,088.00**
OPERATING EXPENSES		**$ 153,350.00**

DATE 11/9/10

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF ASSISTANT AUDITORS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 9th day of December 2010 in the 93rd District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the Assistant County Auditors.

IT WAS VOTED THAT the salary of the Assistant Auditors be set effective January 03, 2011, as per Exhibit "A".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and it is Hereby set as of January 03, 2011.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 9th day of December 2010.

Ricardo Rodriguez, Jr., Judge
92nd Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

EXHIBIT A

2011 SALARY OF ASSISTANT AUDITORS

POSITION	2011 PROPOSED		
	SALARY	AUTO ALLOWANCE	SUPPLEMENT
Accounts Payable Specialist I	$33,006.00		
Accountant II	$44,903.00		

AI-24358 **10.J.1.**

Sheriff- Crime Victim Revenue Certification & Appropriation of funds (1100) CC REGULAR

Date:	12/13/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sheriff Dept.
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Sheriff's Department (1100):
a. Approval of certification of revenues, as certified by the County Auditor, for Crime Victim Compensation revenues.
b. Approval of 2010 appropriation of funds for the Sheriff's Department in the amount of $63,271.00.

BACKGROUND

Fiscal Impact

Attachments

Link: BA Form

Link: Crime Victim revenues screen

Link: Cert. of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/10/2010 07:59 AM	APRV
2	Budget & Management		12/10/2010 08:01 AM	NEW

Form Started By: Ivan Cantu Started On: 12/09/2010 09:09 AM

Final Approval Date: 12/10/2010

DATE: December 13, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Sheriff's Dept.

ACCOUNT NUMBER: 0-1100-421-00-280-001-0-890

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2010
Appropriation
AI #24358/10.J.1

CC 12-13-10

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
0-1100-421-00-280-001-0- 331	Sheriff-	Physician Svcs	32,000.00
0-1100-421-00-280-001-0- 332	Sheriff-	Hospital Svcs	31,271.00
0-1100-335-00-280-000-0- 000	*Crime Victim Compensation*		*63,271.00*
		TOTAL BUDGET INCREASE (DECREASE)	**63,271.00**

REASON: To appropriate revenues received for Crime Victim Compensation revenues into the Sheriff's Dept. budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Account Inquiry - FAINQ01A 05/28/10 12:55 pm

Account No 0-1100-335-00-280-000-0-000 Accounting Period 13 Period YTD 251946 pq 11 1 0 -1

Acct. Year 0 Previous Year Info. Description CRIME VICTIM COMPENSATION

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	25,000.00	25,000.00	.00	.00	25,000.00
02	.00	.00	.00	23,230.00	1,770.00
04	.00	.00	.00	5,800.00	4,030.00-
05	.00	.00	.00	12,083.00	16,113.00-
07	.00	.00	.00	14,508.00	30,621.00-
11	.00	.00	.00	32,650.00	63,271.00-
YTD	25,000.00	25,000.00	.00	88,271.00	63,271.00-
PRE	.00	.00	.00	.00	.00
TOT	25,000.00	25,000.00	.00	88,271.00	63,271.00-

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

December 9, 2010

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of proceeds from various cities and school districts for the rental of voting equipment. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$63,271.00	Crime Victim Compensation Revenue

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/9/10
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 texas

Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

RECEIVED BY
COUNTY AUDITOR
2010 DEC 8 PM 3 13

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Dina Trevino, Director, Budget Management Division

Date: Wednesday, December 8, 2010

Subject: Certification of Revenues

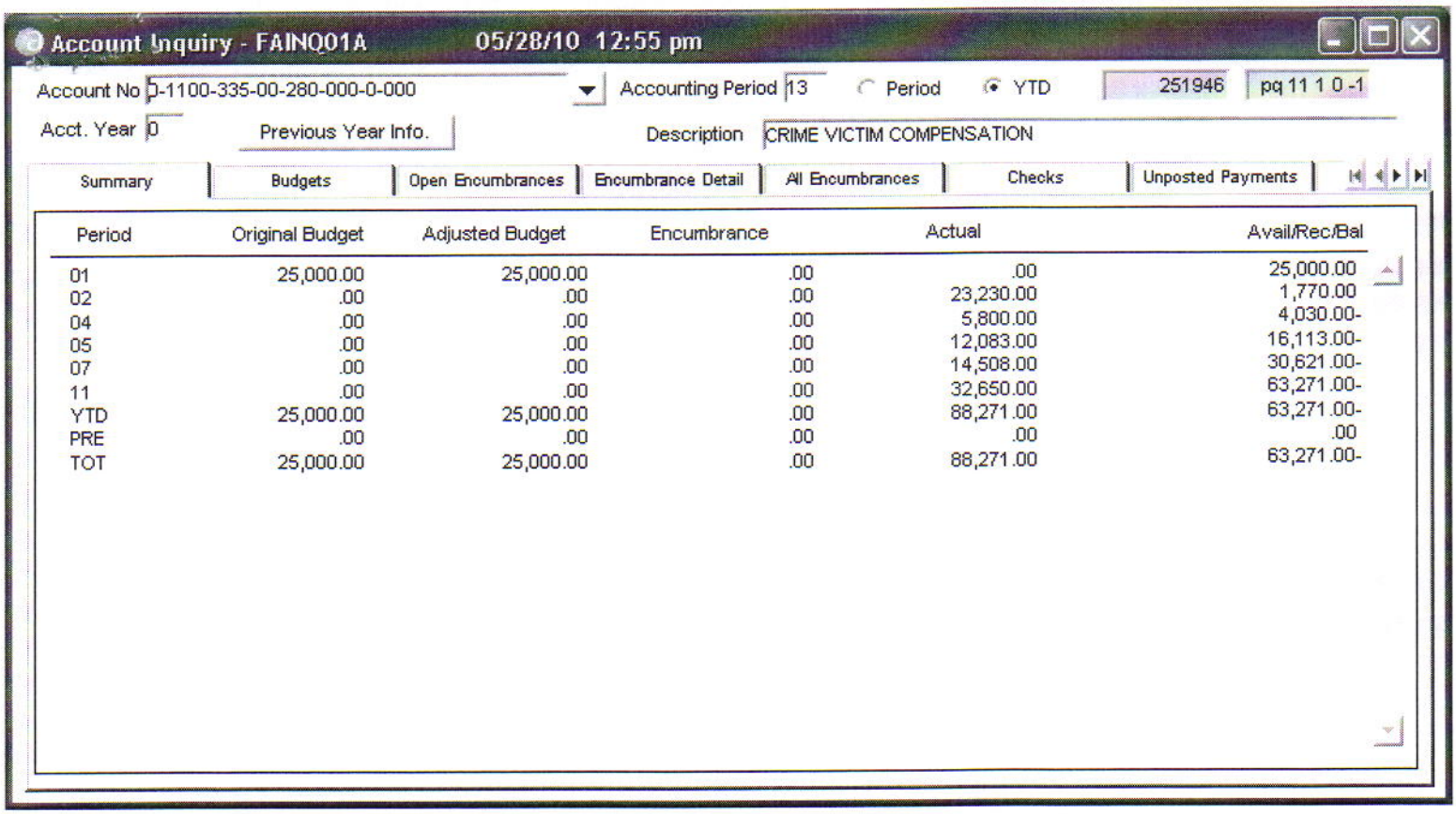
Cc: Linda Fong, 1st Assistant County Auditor
Raul Silguero, Jr. Budget Officer

Please let this memo serve as a request of certification of revenues for the Crime Victim Compensation. Revenues have been received in the amount of $63,271.00 and are recorded in account no. 0-1100-335-00-280-000-0-000 "Crime Victim Compensation" (refer to attachment).

These revenues will be appropriated in the next Commissioners Court meeting of Tuesday, December 14, 2010 in the Sheriff's Department budget.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5405.

SCANNED
DEC 08 2010
INITIALS:



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	25,000.00	25,000.00	.00	.00	25,000.00
02	.00	.00	.00	23,230.00	1,770.00
04	.00	.00	.00	5,800.00	4,030.00-
05	.00	.00	.00	12,083.00	16,113.00-
07	.00	.00	.00	14,508.00	30,621.00-
11	.00	.00	.00	32,650.00	63,271.00-
YTD	25,000.00	25,000.00	.00	88,271.00	63,271.00-
PRE	.00	.00	.00	.00	.00
TOT	25,000.00	25,000.00	.00	88,271.00	63,271.00-

AI-24309 **11.A.**

Appointment of Reserve Deputy Constable Pct. #1

CC REGULAR

Date:	12/13/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint Melissa D. Escalon as Reserve Deputy Constable by Constable Celestino Avila Jr., in accordance with Texas Local Government Code 86.012.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact / no applicable expenses.

Attachments

Link: lgc86.012

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 09:34 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/09/2010 11:09 AM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:24 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Blanca Sanchez Started On: 12/07/2010 05:24 PM

Final Approval Date: 12/10/2010

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

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

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-24356 **12.A.**

Hurricane Alex overtime hours

CC REGULAR

Date: 12/13/2010
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE

Information

CAPTION

1. Discussion and action to approve cash payment of eligible overtime hours worked by county employees during the federal/state declared disaster caused by Hurricane Alex.

2. Discussion and action to approve the reimbursement of eligible overtime hours for Head Start employees that worked during Hurricane Alex.

3. Discussion and action to approve cash payment of eligible overtime hours worked by Constable Pct. 4 employees for security detail services performed at the FEMA Disaster Recovery Center (DRC) located at the Old Administrative Offices.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 08:24 AM	APRV
2	Erika Zamora	Erika Zamora	12/09/2010 05:28 PM	APRV
3	Rey Salazar	Rey Salazar	12/09/2010 05:48 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 05:53 PM	APRV
5	Dina Trevino		12/10/2010 08:01 AM	NEW

Form Started By: Fred Zamarripa — Started On: 12/09/2010 08:08 AM

Final Approval Date: 12/10/2010

Hidalgo County Head Start Program
Disaster Related Pay
Hurricane Season 2010

Employee	Hours	Rate	Hours	Rate	Wages Owed	Pension	Social	Medicare	SUTA	Total
Alfredo Ayala	8	8.66			69.28	4.85	4.30	1.00	0.43	79.86
Alonzo Garcia	7.5	8.66			64.95	-	4.03	0.94	0.40	70.32
Dora Rea	5.5	8.66			47.63	3.33	2.95	0.69	0.30	54.90
Felix Rendon	15.5	9.54	5.5	9.77	201.61	14.11	12.50	2.92	1.25	232.39
Francisco Saucedo	16	8.66	8	8.87	209.52	14.67	12.99	3.04	1.30	241.52
Guadalupe Herrera	8	8.66			69.28	4.85	4.30	1.00	0.43	79.86
Javier Lopez	4	8.66			34.64	2.42	2.15	0.50	0.21	39.92
Jose Angel Santos	8	8.66			69.28	4.85	4.30	1.00	0.43	79.86
Lilian Vela	15.5	8.66			134.23	9.40	8.32	1.95	0.83	154.73
Mark A. Galvez	8	8.66	5.5	8.87	118.07	8.26	7.32	1.71	0.73	136.09
Oliverio Solis	12.5	13.72	10	14.05	312.00	21.84	19.34	4.52	1.93	359.63
Ramos Esquivel	5	8.87			44.35	3.10	2.75	0.64	0.27	51.11
Totals	**113.5**		**29**		**1,374.84**	**96.23**	**85.25**	**19.91**	**8.51**	**1,580.19**

HURRICANE ALEX

EXEMPT EMPLOYEES - ELIGIBLE OVER TIME

	Employee Name	Employee No.	Total Recommended OT Hours	Hourly Rate	Amount	S.S.	Medicare
	Constable Pct. #1						
1	Blanca I. Sanchez	077003	7	23.6803	165.76	10.28	2.40
	Constable Pct. #5						
2	Daniel M. Marichalar	078387	86	22.8793	1,967.62	121.99	28.53
	Emergency Management						
3	Rolando J. Benavidez	165204	232	23.6250	5,481.00	339.82	79.47
	Executive Office						
4	Valde Guerra	019542	158	59.3913	9,383.83	581.80	136.07
	Facilities Management						
5	Richard M. Sunday	175781	14	31.6466	443.05	27.47	6.42
	Human Resources						
6	Sylvia F. Rios	007811	0	28.0490	-	-	-
	Health Department						
7	Eduardo Olivarez	106194	1	52.0938	52.09	3.23	0.76
8	Rigoberto Hinojosa	071226	11.75	32.3663	380.30	23.58	5.51
	Planning Department						
9	Tomas J. Arredondo	105899	0	27.1317	-	-	-
10	Raul E. Sesin	101796	79.25	56.3327	4,464.37	276.79	64.73
	Precinct #1						
11	Marcos A. Lopez	173525	36	31.2500	1,125.00	69.75	16.31
	Precinct #3						
12	David R. Henry	170828	91	32.8125	2,985.94	185.13	43.30
13	Saul O. Ramirez	051527	20.5	29.2005	598.61	37.11	8.68
	Precinct #4						
14	George L. Guerra	084069	20	36.0577	721.15	44.71	10.46
15	Jaime Guerra	128295	36	23.0255	828.92	51.39	12.02
16	Jimmy Dale Anthony	170976	30	23.3173	699.52	43.37	10.14
17	Juan Manuel Carranza	000752	27	36.0577	973.56	60.36	14.12
18	Roberto Andrade	170976	35	23.3173	816.11	50.60	11.83
	Public Affairs						
19	Karina Cardoza	161195	25	32.7582	818.96	50.78	11.87
	Purchasing						
20	Martha L. Salazar	004995	27.25	50.6236	1,379.49	85.53	20.00
	Safety Division						
21	Roy A. Quintanilha	013781	5.5	41.4615	228.04	14.14	3.31
	Tax Office						
22	Pablo Villarreal	014338	0	32.9385	-	-	-
23	Santos Castilleja III	083518	0	28.0519	-	-	-
	Fire Marshall						
24	Juan Gilberto Martinez	138126	17	31.1250	529.13	32.81	7.67
25	Wesley Dylan Bradley	138088	0	Non-Exempt (at time of disaster)			
		Total Hours	**959.25**				
				Sub-total	34,042.44	2,110.63	493.62
				Total	$ 36,646.68		

Summary			
Amount for Exempt hours	34,042.44		
Amount for SS/Medicare	2,604.25	← County's portion	Total Salary
Sub-total	36,646.68		141,930.53
Amount for Non-Exempt hours	107,888.09		
Amount for SS/Medicare	8,253.44	← County's portion	Total Taxes
Sub-total	116,141.53		10,857.69
Total Amount	152,788.21		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. | 1. CONTRACT ID CODE | PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00003	09/18/2010	TN01109Y2010T	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY JOINT FIELD OFFICE DR-1931-TX 4805 MAHER AVENUE LAREDO TX 78041		DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY JOINT FIELD OFFICE DR-1931-TX 4805 MAHER AVENUE LAREDO TX 78041	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
COUNTY OF HIDALGO HIDALGO COUNTY JAIL 701 EL CIBOLO EDINBURG TX 785410000		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE06-10-P-6101
CODE / FACILITY CODE	X	10B. DATED (SEE ITEM 13) 08-26-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2010-06-1931DR-9064-XXXX-2587-D

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 243-1 "CHANGS-FIXED-PRICE'

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO INCREASE THE OBLIGATION AND EXTEND THE PERIOD OF PERFORMANCE ACORDINGLY:
1. THE OBLIGATION IS INCREASED BY $2,132.00 FROM $7,216.00 TO A NEW NOT TO EXCEED TOTAL OF $9,348.00.
(AWARD - $3,526.00, MOD P00001 - $1,476.00, MOD P00002 -$2,214.00, MOD P00003 - $2,132.00)
A NEW PERIOD OF PERFORMANCE IS ADDED TO PROVIDE POLICE SECURITY SERVICE STATING 9/18/2010 AND ENDING 9/24/2010, WITH THE EXCEPTION OF SUNDAY, 9/19/2010 WHEN THE FACILITY IS CLOSED. THIS SIX DAY OPERATIONAL PERIOD WILL BE 0900 HRS THROUGH 1600 HRS SATURDAY AND 0900 HRS THROUGH 1800 HRS MONDAY THROUGH FRIDAY. THE CUMMULATIVE AMOUNT OF HOURS IS FIFTY-TWO (52 HOURS OF SECURITY SERVICE AT FEMA'S DRC #3, 100 E. CANO STREET, EDINBURG, TXAS.

EXCEPT AS STATED ABOVE ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
----------END OF MODIFICATION P00003----------

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Gerard Heggers Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 09-16-2010

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001		52.00	Hour	$41.0000	$2,132.00
	Vendor to Provide Armed Police Officer Security covering a six (6) day operational period. The period of performance is 9/18/2010 through 9/24/2010., with the exception of Sunday 9/19/2010 when the facility is closed. Each week day will consist of a nine (9) hour time period starting at 0900 hrs and ending 1800 hrs. Saturday hours consist of seven (7) hours starting at 0900 hrs and ending 1600 hrs. The total requirement for hours of need is fifty-two (52) hours. Service to be provided at FEMA's facility, DRC #3, 100 E. Cano Street, Edinburg, TX.				
	FUNDING/REQ NO: 1:			$2,132.00	TN01109Y2010T
	GRAND TOTAL ---				$2,132.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER		AMOUNT
1	2010-06-1931DR-9064--2587-D	TN01109Y2010T	F	$2,132.00

***** ***Begin Inserted Clause (By Reference) '522431E'*** *****

52.243-1	CHANGES--FIXED PRICE ALTERNATE V (APR 1984)	AUG 1987

***** ***End Inserted Clause '522431E'*** *****

***** ***Automated Text 'DELIVERY' Ignored*** *****

****

AI-24304 **13.A.**

District Attorney's Office Border Prosection Revised MOU

CC REGULAR

Date:	12/13/2010
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

Border Prosecution Initiative (1281):
1. Approval of revised Memorandum of Understanding for the District Attorney's Office Border Prosecution Unit.
2. Approval of Certification of Revenues as certified by the County Auditor for the Border Prosecution Grant.
3. Approval of Border Prosecution (080-012) budget increase in the amount of $5,000.00.
4. Approval to delete one (1) vacant full-time Clerk II position, slot no. 002, grade 03 and delete cost allocation, slot no. 061, of state awarded supplement in the amount of $4,624.00.
5. Approval to create one (1) full-time Administrative Assistant I position, slot no. 003, grade 04.
6. Approval of revised salary schedule.

BACKGROUND

Amount of grant increased from $200,000.00 ($100,000 per year) to $215,000.00 ($105,000.00 in 2010-2011 & $110,000.00 in 2011-2012).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1281-412-00-080-012-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $5,000.00 for the Border Prosecution Initiative Grant. Position created is a regular full-time position of limited duration (temporary assignment), subject to grant funding. As per the District Attorney's Office, each employee(s) will be signing an Acknowlegement Form addressing such terms.

Funds for position and related fringe benefit expenditures are available from lapsed funding, and plus additional funds in the amount of $5,000.00, pending appropriation.

Revenue Account #0-1281-334-10-080-012-1-000 Border Prosecution Incentive Grant Revenues.

Revenues in the amount of $10,000.00 pending certifcation of revenues.....to be certified at a later date.

Attachments

Link: MOU

Link: DABPI salary schedule

Link: Border Prosecution Revised Salary Schedule

Link: Budget Amendment

Link: PAR(s)

Link: Job Descriptions

Link: Investigation HB65 - Revised salary schedule

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/07/2010 04:26 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/09/2010 02:23 PM	APRV
3	Auditor's Office	Angela Garcia	12/09/2010 02:27 PM	APRV
4	Rosalinda Cantu		12/09/2010 02:37 PM	NEW
5	Purchasing Department		12/09/2010 02:37 PM	
8	Rosalinda Cantu	Rosie Cantu	12/09/2010 05:06 PM	APRV

Form Started By: Roy Cazares Started On: 12/07/2010 03:21 PM

Final Approval Date: 12/09/2010

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

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

WITNESSETH:

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

Whereas, the above named Contractor has been allocated $215,000.00 of these grant funds for the two-year grant period, to be spent in accordance with CJD guidelines; and

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

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

1.0 Duties of the Contractor

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

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

1.2 Contractor shall provide the County with a detailed budget of all planned expenditures of BPU grant funds prior to any expenditure of BPU grant funds.

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

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds. All expenditures shall be made in accordance to and subject to local rules and procurement procedures.

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

2.0 Duties of the County

2.1 The County shall process reimbursement requests from Contractor.

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

3.0 Term and Termination.

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

Notices shall be made to:

To BPU:	Border Prosecutor Unit. ATTN: Jaime Esparza, Project Director 500 E. San Antonio, Ste 201 El Paso, TX 79901
To Contractor:	Hidalgo County District Attorney ATTN: Rene A. Guerra 100 N. Closer Blvd., 3rd Floor Edinburg, Texas 78539-3563
To County:	County Auditor County of El Paso Administrative Services Bldg. 800 E. Overland, Suite 406 El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO, TEXAS

_____ DATE: _____

ANTHONY COBOS
COUNTY JUDGE

BORDER PROSECUTOR UNIT

Jaime Esparza

_____ DATE: 11/16/2010

JAIME ESPARZA, PROJECT DIRECTOR
DISTRICT ATTORNEY FOR THE 34TH JUDICIAL DISTRICT

COUNTY OF HIDALGO, TEXAS

René A. Guerra DATE: 11/17/10

RENE A. GUERRA
DISTRICT ATTORNEY FOR HIDALGO COUNTY

_____ DATE: _____

RAMON GARCIA
HIDALGO COUNTY JUDGE

Border Prosecution

Hidalgo County District Attorney's Office
2010-2011 Border Prosecution Initiative
0-1281-412-00-080-012-1-XXX
Department No.: 080

SLOT	JOB TITLE	Salary	Longevity Pay	Auto Allowance	Salary & Auto Allowance	FICA 7.65%	INSURANCE $2,706.96	LIFE INSURANCE $27.00	RETIREMENT 8.78%	UNEMPLOYMENT 0.50%	W/COMP. 0.00% INV. 0.00% COMPUTER 0.00%	TOTAL
0001	ASSISTANT DISTRICT ATTORNEY III	$59,452.00	$0.00	$900.00	$60,352.00	$4,616.93	$3,600.00	$27.00	$5,298.91	$301.76	$0.00	$74,196.59
~~0002~~	~~CLERK II~~	(15,946.00)	0.00	0.00	(15,946.00)	(1,219.87)	(2,706.96)	(27.00)	(1,400.06)	(79.73)	0.00	(21,379.62)
0003	ADMINISTRATIVE ASSISTANT I	$22,216.00	$0.00	$0.00	$22,216.00	$1,699.52	$2,706.96	$27.00	$1,950.56	$111.08	$0.00	$28,711.13
	TOTAL:	$65,722.00	$0.00	$900.00	$66,622.00	$5,096.58	$6,306.96	$54.00	$5,849.41	$333.11	$0.00	$81,528.10

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1281-412-00-080-012-1

AI - 24304

DA BORDER PROSECUTION INITIATIVE

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	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	59,452.00	59,452.00	0.00	0.00	0.00	900.00	0.00	60,352.00
		DELETE THE FOLLOWING ↓											
~~**0002**~~	~~**113**~~	~~**CLERK II**~~	~~**3**~~	~~**0**~~	~~**20,570.00**~~	~~**15,946.00**~~	~~**15,946.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**15,946.00**~~
		CREATE THE FOLLOWING ↓											
0003	**113**	**ADMINISTRATIVE ASSISTANT I**	**4**		**Salary Range 22,216.00 - 31,565.00**	**Salary Range 22,216.00 - 31,565.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					87,702.00	75,398.00	75,398.00	0.00	0.00	0.00	900.00	0.00	76,298.00

1. Approval to delete one (1) vacant full-time Clerk II position, slot no. 002, grade 03 and delete cost allocation of state awarded supplement in the amount of $4,624.00.
2. Approval to create one (1) full-time Administrative Assistant I position, slot no. 003, grade 04.
Personnel actions pending CC approval.

DATE: December 14, 2010

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 0-1281-412-00-080-012-1-XXX

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

2010
Transfer

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
0-1281-412-00-080-012-1-113	**Full Time Employees**	**5,000.00**
	TOTAL APPROPRIATION	**5,000.00**
0-1281-334-10-080-012-1-000	**Border Prosecution Incentive Grant**	**5,000.00**
	TOTAL REVENUES	**5,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Revised Border Prosecution Initiative Grant for September 1, 2010 - August 31, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney Border Prosecution Initiative (080-012) DATE: 12/08/10

CURRENT POSITION TITLE: Clerk II CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

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:	$ 15,946.00 GRADE 3, STEP 0 Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (-15,946.00) GRADE 3 STEP 0 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

RECEIVED ADDITIONAL FUNDING FROM GRANT SOURCE & WILL CREATE AN ADMIN. ASST. I SLOT BUT NEED DELETE THIS SLOT FIRST

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/8/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney Investigation HB65 (080-007) DATE: 12/08/10

CURRENT POSITION TITLE: Clerk II CURRENT SLOT. #: 0061

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE COST ALLOCATION SLOT

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

POSITION SALARY REQUEST:

Salary Amount:	$ 4,624.00 GRADE 3, STEP 0 Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (-4,624.00) GRADE 3, STEP 0 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

RECEIVED ADDITIONAL FUNDING FROM GRANT SOURCE & WILL NOT NEED THESE MONIES ANY LONGER FOR ~~S~~ POSITION.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/8/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney Border Prosecution Initiative (080-012) DATE: 12/08/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE: Administrative Assistant I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

ONE (1)	N/A	GRADE 4	$ 22,216.00 – 31,565.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	GRADE & STEP SALARY RANGE

** As per the Classification & Compensation Pay Plan policy – New Higher Section (pg. 07), all newly hired employees must begin employment at the Probationary Step O salary level.

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

RECEIVED ADDITIONAL FUNDING ~~#~~ & WILL UPGRADE CLERK SLOT TO ADMIN. ASSISTANT I

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	12/8/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Create

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Maintains files and records

Performs data entry

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

May receive and review forms and applications for completeness of information

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

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

May review and route mail

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 24304

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	4,457.00	4,457.00	0.00	0.00	0.00	0.00	0.00	4,457.00
0002	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	4,061.00	4,061.00	0.00	0.00	0.00	0.00	0.00	4,061.00
0003	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	3,555.00	3,555.00	0.00	0.00	0.00	0.00	0.00	3,555.00
0004	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	4,028.00	4,028.00	0.00	0.00	0.00	0.00	0.00	4,028.00
0005	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	4,060.00	4,060.00	0.00	0.00	0.00	0.00	0.00	4,060.00
0006	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	3,522.00	3,522.00	0.00	0.00	0.00	0.00	0.00	3,522.00
0007	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	3,995.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0008	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	4,053.00	4,053.00	0.00	0.00	0.00	0.00	0.00	4,053.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	4,990.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	5,065.00	5,065.00	0.00	0.00	0.00	0.00	0.00	5,065.00
0011	113	ASSISTANT DISTRICT ATTORNEY II	14	1	50,487.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	5,019.00	5,019.00	0.00	0.00	0.00	0.00	0.00	5,019.00
0013	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	ASSISTANT DISTRICT ATTORNEY II	14	3	54,021.00	1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0015	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	3,213.00	3,213.00	0.00	0.00	0.00	0.00	0.00	3,213.00
0016	113	ASSISTANT DISTRICT ATTORNEY I	12	7	52,374.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	5,019.00	5,019.00	0.00	0.00	0.00	0.00	0.00	5,019.00
0018	113	ASSISTANT DISTRICT ATTORNEY II	14	1	50,487.00	1,671.00	1,671.00	0.00	0.00	0.00	0.00	0.00	1,671.00
0019	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	1,667.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0020	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	1,696.00	1,696.00	0.00	0.00	0.00	0.00	0.00	1,696.00
0021	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	3,245.00	3,245.00	0.00	0.00	0.00	0.00	0.00	3,245.00
0023	113	CRIMINAL INVESTIGATOR I	12	5	49,344.00	4,436.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0024	113	CRIMINAL INVESTIGATOR III	16	1	58,888.00	3,998.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	CRIMINAL INVESTIGATOR II	14	4	55,788.00	4,045.00	4,045.00	0.00	0.00	0.00	0.00	0.00	4,045.00
0026	113	CRIMINAL INVESTIGATOR I	12	4	47,829.00	4,510.00	4,510.00	0.00	0.00	0.00	0.00	0.00	4,510.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 24304

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	HUMAN RESOURCES COORDINATOR IV	15	4	60,250.00	2,030.00	2,030.00	0.00	0.00	0.00	0.00	0.00	2,030.00
0028	113	EXECUTIVE ASSISTANT II	13	2	48,383.00	5,061.00	5,061.00	0.00	0.00	0.00	0.00	0.00	5,061.00
0029	113	EXECUTIVE ASSISTANT I	11	5	45,690.00	4,948.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0030	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	4,986.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0031	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	5,006.00	5,006.00	0.00	0.00	0.00	0.00	0.00	5,006.00
0032	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	4,986.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ACCOUNTANT IV	14	2	52,254.00	5,027.00	5,027.00	0.00	0.00	0.00	0.00	0.00	5,027.00
0034	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,043.00	5,043.00	0.00	0.00	0.00	0.00	0.00	5,043.00
0035	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	4,943.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0037	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0038	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	4,943.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0039	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0040	113	ADMINISTRATIVE ASSISTANT IV	10	1	37,109.00	4,987.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	4,936.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0042	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0043	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	4,991.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0044	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	4,994.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0045	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	5,016.00	5,016.00	0.00	0.00	0.00	0.00	0.00	5,016.00
0046	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0047	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	4,937.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0048	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	5,025.00	5,025.00	0.00	0.00	0.00	0.00	0.00	5,025.00
0049	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	2,998.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0050	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0051	113	CLERK II	3	1	21,653.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 24304

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0052	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0053	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	4,952.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0054	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	2,666.00	2,666.00	0.00	0.00	0.00	0.00	0.00	2,666.00
0055	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	3,024.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	9,136.00	9,136.00	0.00	0.00	0.00	0.00	0.00	9,136.00
0057	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	0.00	900.00	50,244.00
0058	114	CRIMINAL INVESTIGATOR I	12	3	46,314.00	23,157.00	23,296.00	0.00	0.00	0.00	0.00	0.00	23,296.00
0060	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	7,680.00	7,680.00	0.00	0.00	0.00	0.00	0.00	7,680.00
~~0061~~	~~113~~	**DELETE THE FOLLOWING** ▼ ~~CLERK II~~	~~3~~	~~0~~	~~20,570.00~~	~~4,624.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
					2,421,068.00	201,621.00	202,110.00	0.00	0.00	0.00	0.00	24,304.00	202,110.00

Approval to delete cost allocation of state awarded supplement in the amount of $4,624.00.
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: 24304

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 14, 2010

Summary of request/proposal:
Border Prosecution Initiative (1281):
1. Approval to delete one (1) vacant full-time Clerk II position, slot no. 002, grade 03 and delete cost allocation of state awarded supplement in the amount of $4,624.00.
2. Approval to create one (1) full-time Administrative Assistant I position, slot no. 003, grade 04.

Border Prosecution Initiative (1281):

Fund	Position	Slot #	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary (Probationary)*	Total Requested
1281	Clerk II	0002	113	3	0	15,946.00	0.00	(15,946.00)
1281	Administrative Assistant I	0003	113	4	0	0.00	22,216.00	22,216.00
					TOTAL:	15,946.00	22,216.00	6,270.00

*** As per the Classification & Compensation Pay Plan policy - New Hire Section (See page 7), all newly hired employees must begin employment at the Probationary Step O salary level.**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1281-412-00-080-012-1- 113	CJD-BPI -	REG F/T EMPLOYEES	$336.32
0-1281-412-00-080-012-1- 211	CJD-BPI -	HEALTH INSURANCE	
0-1281-412-00-080-012-1- 212	CJD-BPI -	LIFE INSURANCE	
0-1281-412-00-080-012-1- 220	CJD-BPI -	FICA	$25.73
0-1281-412-00-080-012-1- 230	CJD-BPI -	RETIREMENT	$32.02
0-1281-412-00-080-012-1- 250	CJD-BPI -	UNEMPLOYMENT COMP	$1.68
0-1281-412-00-080-012-1- 260	CJD-BPI -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$395.75

2011 Budgetary Impact: $10,150.76

Possible Funding Sources: **CJD - BPI Funds, pending appropriation. Funding for related fringe benefits expenditures are available from Lapsed funding.**

DA Investigation HB65 (1223)

Fund	Position	Slot #	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary (Probationary)*	Total Requested
1223	Clerk II	0061	113	3	0	4,624.00	0.00	(4,624.00)
					TOTAL:	4,624.00	0.00	(4,624.00)

*** As per the Classification & Compensation Pay Plan policy - New Hire Section (See page 7), all newly hired employees must begin employment at the Probationary Step O salary level.**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1223-412-00-080-007-0- 113	DA Investigation HB65 -	REG F/T EMPLOYEES	($248.03)
0-1223-412-00-080-007-0- 211	DA Investigation HB65 -	HEALTH INSURANCE	
0-1223-412-00-080-007-0- 212	DA Investigation HB65 -	LIFE INSURANCE	
0-1223-412-00-080-007-0- 220	DA Investigation HB65 -	FICA	($18.97)
0-1223-412-00-080-007-0- 230	DA Investigation HB65 -	RETIREMENT	($23.61)
0-1223-412-00-080-007-0- 250	DA Investigation HB65 -	UNEMPLOYMENT COMP	($1.24)
0-1223-412-00-080-007-0- 260	DA Investigation HB65 -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	($291.85)

2011 Budgetary Impact: ($2,717.52)

Possible Funding Sources: **Lapsed funding available from deletion of cost allocation.**

Budget Office Recommendation:

AI-24259 **14.B.**

Primary Care & Substance Abuse Clinic

CC REGULAR

Date:	12/13/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Updates regarding Primary Care & Substance Abuse Clinic

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Update on Primary Care & Substance Abuse Clinic

Attachments

Link: Substance Abuse Clinic

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2010 08:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/03/2010 09:02 AM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 03:11 PM	APRV
4	Purchasing Department	Marty Salazar	12/09/2010 03:36 PM	APRV

Form Started By: Josie Escalante — Started On: 12/03/2010 08:37 AM

Final Approval Date: 12/09/2010

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY

Texas Facilities Commission

ARIEL SITE PLAN

ENTRY PERSPECTIVE

FLOOR PLAN

FRONT ELEVATION

NEGRETE & KOLAR
ARCHITECTS

AI-24346 **14.C.**

2010 - Health & Human Services Dept.

CC REGULAR

Date:	12/13/2010
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

Health Division- Admin. Program Income(1293)
1. Requesting approval to continue payroll on January 1, 2011 for employees paid with Health Administration Program Income funding pending year-end closing. (Appropriation of Health Administration Program Income Budget for 2011 to be appropriated at a later date)
2. Approval of salary schedule for 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

To continue payroll for employees on the Adm Program Income program.

Attachments

Link: salary schedule

Link: PI- budget/schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 08:22 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/09/2010 04:30 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:25 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Mike Escaname Started On: 12/08/2010 04:24 PM

Final Approval Date: 12/10/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1293-441-00-340-005-0

AI - 24346

H.D. ADM

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	
G002	113	TX VCCNS MANAGER	11	1	40,078.00	2,808.00	2,809.00	0.00	0.00	0.00	0.00	0.00	2,809.00
0003	113	REGISTERED NURSE IV	16	1	58,888.00	1,861.00	1,861.00	0.00	0.00	0.00	0.00	0.00	1,861.00
G004	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	1,767.00	1,767.00	0.00	0.00	0.00	0.00	0.00	1,767.00
G005	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	1,767.00	1,767.00	0.00	0.00	0.00	0.00	0.00	1,767.00
G006	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	1,766.00	1,766.00	0.00	0.00	0.00	0.00	0.00	1,766.00
G007	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	1,550.00	1,550.00	0.00	0.00	0.00	0.00	0.00	1,550.00
G008	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	1,412.00	1,412.00	0.00	0.00	0.00	0.00	0.00	1,412.00
G009	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	1,412.00	1,412.00	0.00	0.00	0.00	0.00	0.00	1,412.00
G010	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	1,412.00	1,412.00	0.00	0.00	0.00	0.00	0.00	1,412.00
0011	113	REGISTERED NURSE IV	16	3	63,010.00	1,182.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G012	113	OUTREACH SPECIALIST I	4	4	25,839.00	1,166.00	1,166.00	0.00	0.00	0.00	0.00	0.00	1,166.00
G013	113	OUTREACH SPECIALIST I	4	4	25,839.00	1,133.00	1,133.00	0.00	0.00	0.00	0.00	0.00	1,133.00
G014	113	ASST TB RECORDS MNGR	4	3	25,021.00	1,111.00	1,113.00	0.00	0.00	0.00	0.00	0.00	1,113.00
G015	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	1,098.00	1,098.00	0.00	0.00	0.00	0.00	0.00	1,098.00
G016	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	1,099.00	1,099.00	0.00	0.00	0.00	0.00	0.00	1,099.00
G017	113	OUTREACH SPECIALIST I	4	0	22,216.00	33.00	33.00	0.00	0.00	0.00	0.00	0.00	33.00
G018	113	OUTREACH SPECIALIST II	6	3	29,186.00	963.00	963.00	0.00	0.00	0.00	0.00	0.00	963.00
G019	113	OUTREACH SPECIALIST I	4	4	25,839.00	849.00	849.00	0.00	0.00	0.00	0.00	0.00	849.00
G020	113	OUTREACH SPECIALIST I	4	2	24,203.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	15.00
G021	113	HR COORDINATOR II	13	8	58,199.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00
				TOTAL:	772,330.00	34,404.00	33,225.00	0.00	0.00	0.00	0.00	24,346.00	33,225.00

Hidalgo County Health & Human Services Department
2011 Health Administration Program Income Funding - Budget
Salary Schedule
January 1, 2011 through December 31, 2011

			Distribution									
Slot #	**Position Title**	**Grade & Step Salary**	**340-003**	**%**	**340-005**	**%**	**340-008**	**%**	**340-011**	**%**	**340-012**	**%**
G002	TX Vaccines Manager	40,078.00		-	2,808.00	0.07		-		-	37,270.00	0.93
0003	Registered Nurse IV	59,374.00	57,513.00	0.97	1,861.00	0.03		-		-		-
G004	Lic. Voc. Nurse III	46,747.00	9,663.00	0.21	1,767.00	0.04		-	35,317.00	0.75		-
G005	Lic. Voc. Nurse III	46,747.00	9,663.00	0.21	1,767.00	0.04		-	35,317.00	0.75		-
G006	Lic. Voc. Nurse III	46,747.00	9,664.00	0.21	1,766.00	0.04	35,317.00	0.75		-		-
G007	Lic. Voc. Nurse III	46,747.00	14,207.00	0.31	1,550.00	0.03		-	30,990.00	0.66		-
G008	Lic. Voc. Nurse II	43,491.00	13,863.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65
G009	Lic. Voc. Nurse II	43,492.00	13,864.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65
G010	Lic. Voc. Nurse II	43,491.00	13,863.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65
0011	Registered Nurse IV	63,010.00	61,828.00	0.98	1,182.00	0.02		-		-		-
G012	Outreach Specialist I	26,228.00	1,730.00	0.07	1,166.00	0.04	23,332.00	0.89		-		-
G013	Outreach Specialist I	25,839.00	2,076.00	0.08	1,133.00	0.04		-	22,630.00	0.88		-
G014	Asst. TB Rcrd Mngr	25,067.00	1,658.00	0.07	1,113.00	0.04		-	22,296.00	0.89		-
G015	Community Srv Aide	29,187.00	759.00	0.03	1,098.00	0.04		-		-	27,330.00	0.93
G016	Community Srv Aide	29,186.00	757.00	0.03	1,099.00	0.04		-		-	27,330.00	0.93
G017	Outreach Specialist I	22,216.00	500.00	0.02	33.00	0.00		-	21,683.00	0.98		-
G018	Outreach Specialist II	29,186.00	8,980.00	0.31	963.00	0.03		-	19,243.00	0.66		-
G019	Outreach Specialist I	25,839.00	7,701.00	0.30	862.00	0.03		-	17,276.00	0.67		-
G020	Outreach Specialist I	24,375.00	11,213.00	0.46	15.00	0.00		-	13,147.00	0.54		-
G021	HR Coordinator II	58,200.00	48,200.00	0.83	10,000.00	0.17		-		-		-
Total Gross Salary - >					**34,419.00**							
Health Insurance - ($300.00 / Yr / person prorated by % of pay)					**2,924.48**							
Life Insurance - ($27 / Yr / person prorated by % of pay)					**263.20**							
FICA - (7.65% * Gross Salary)					**2,633.05**							
Retirement - (9.60% * Gross Salary)					**3,304.22**							
Unemployment - (.50% * Gross Salary)					**172.10**							
Worker's Comp - (1.32% * Gross Salary)					**454.33**							
(Fringes based on 2011 Contribution Rates)					**44,170.39**							

For Reporting Purposes

Rc.

Prepared by:
Mike Escaname
Health Human Services Dept.
12/08/10

Health Ins.	Life Ins.
252.23	22.70
112.84	10.16
136.08	12.25
136.08	12.25
136.00	12.24
119.37	10.74
116.88	10.52
116.88	10.52
116.88	10.52
67.53	6.08
160.04	14.40
157.85	14.21
159.84	14.39
135.43	12.19
135.56	12.20
5.35	0.48
118.78	10.69
120.10	10.81
2.22	0.20
618.56	55.67
2,924.48	263.20

Prepared by:
Mike Escaname
Health Human Services Dept.
12/08/10

AI-24297 **15.A.**

Revise bank signatures

CC REGULAR

Date:	12/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Frank Martinez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval to revise Urban County Program First National Bank signatures.

BACKGROUND

Urban County Program is requesting approval to revise (8) First National Bank Signature Cards. The revisions would remove former County Judge and Chief of Staff and replace them with the current County Judge and UCP Senior Accountant. Approval is also requested to allow UCP Director to remain as approved signatory. (Please see attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: revised signatures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/07/2010 09:42 AM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:38 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/09/2010 10:20 AM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 03:14 PM	APRV
5	Purchasing Department		12/09/2010 03:36 PM	NEW

Form Started By: Estella Webber — Started On: 12/07/2010 08:37 AM

Final Approval Date: 12/09/2010

First National Bank
EDINBURG-MAIN
100 W CANO
EDINBURG,TX 78539

ACCOUNT NUMBER 14010119

ACCOUNT OWNER(S) NAME & ADDRESS
COUNTY OF HIDALGO
URBAN COUNTY PROGRAM
RETIREMENT PLAN
100 E CANO 2ND FLOOR
EDINBURG, TX 78539

OWNERSHIP OF ACCOUNT - CONSUMER (Select one by placing your initials next to account selected.)
UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE: THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL THE DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS.

- ☐ _____ SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (Payable on Death) DESIGNATION
- ☐ _____ SINGLE-PARTY ACCOUNT WITH "P.O.D." (Payable on Death) DESIGNATION
- ☐ _____ MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP
- ☐ _____ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP
- ☐ _____ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (Payable on Death) DESIGNATION
- ☐ _____ CONVENIENCE ACCOUNT
- ☐ _____ TRUST ACCOUNT (name beneficiaries below)
- ☐ _____ TRUST ACCOUNT SUBJECT TO SEPARATE AGREEMENT
  DATED: _____
- ☐ _____ OTHER _____

NAME OR NAMES OF BENEFICIARIES:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE
☐ SOLE PROPRIETORSHIP ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
☐ PARTNERSHIP ☒ GOVERNMENT ENTITY
BUSINESS: URBAN COUNTY
COUNTY & STATE OF ORGANIZATION: HIDALGO, TEXAS
AUTHORIZATION DATED: _____

TYPE OF ACCOUNT
☐ NEW ☒ EXISTING
☒ CHECKING ☐ SAVINGS
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT
☐ NOW ☐ _____
ACCOUNT NAME: PUBLIC FUND NOW
☐ This is a Temporary account agreement.

BACKUP WITHHOLDING CERTIFICATIONS
TIN: 74-2512905
☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.
☒ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.
SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. citizen or other U.S. person (as defined in the instructions).
X Norma G. García 12/03/10
COUNTY OF HIDALGO (Date)

DATE OPENED _____ BY SOL19SAN
INITIAL DEPOSIT $ _____
☐ CASH ☐ CHECK ☒ UPDATE
HOME TELEPHONE # _____
DRIVER'S LICENSE # _____
E-MAIL _____
EMPLOYER _____
BUSINESS PHONE # _____
Name and address of someone who will always know your location: ____
UPDATE: ADD AND REMOVE SIGNERS

Number of signatures required for withdrawal 01
FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☐ NO
[X]

SIGNATURE(S) - The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):
☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☐ Common Features ☐ _____

(1): [X]
RAMON GARCIA - COUNTY JUDGE
I.D. # _____ Other _____

(2): [X]
DIANA R SERNA - UCP DIRECTOR
I.D. # _____ Other _____

(3): [X Francisco M. Martinez]
FRANCISCO M MARTINEZ - UCP SR ACCT.
I.D. # _____ Other _____

(4): [X]
I.D. # _____ Other _____

☐ The person(s) named below are Convenience Signers only (not owners)

[X]
I.D. # _____ Other _____

[X]
I.D. # _____ Other _____

AI-24315 **15.B.**

Street & Drainage Improvements Project - Pct. #1 (Progreso)

CC REGULAR

Date:	12/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Tony Barco
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with SAM Engineering & Surveying Inc. (SAMES Inc.) in the amount of $53,883.20 utilizing TDRA Disaster Recovery Relief funds for a Street & Drainage Improvements Project for Hidalgo County Precinct No. 1 (City of Progreso- Catarina Subdivision).

BACKGROUND

SAMES Inc, has submitted a best and final offer for professional engineering services for the construction of Street & Drainage Improvements within Hidalgo County Precinct No. 1. SAMES Inc, was the highest rated firm by Commissioner's Court. Contract approval in the amount of $53,883.20 is being requested. See attached contract and scope of services.

Contract Amount:	$ 53,883.20
Funds Available:	$ 1,733,258.00 (2009 FY 22) TDRA Disaster Recovery Relief Fund.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize FY 22 (2009) TDRA Disaster Recovery Relief funds for a Street & Drainage Improvements Project for Hidalgo County Precinct No. 1 (City of Progreso- Catarina Subdivision).

Contract Amount: $ 53,883.20
Available funds: $ 1,733.258.00

Attachments

Link: engineering service agreement

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2010 03:00 PM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:39 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/09/2010 01:22 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 04:21 PM	APRV
5	Purchasing Department	Marty Salazar	12/09/2010 04:43 PM	APRV

Form Started By: Estella Webber Started On: 12/08/2010 11:21 AM

Final Approval Date: 12/09/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 30th day of November 2010 by and between Hidalgo County Precinct No. 1, (hereinafter called the "Party") and SAM Engineering & Serveying Inc. (SAMES Inc.), duly authorized Engineer, herein acting by Saul D. Maldonado, P.E. (Hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed TDRA Street & Drainage Improvements Account(s) 6536-92-0311-5000-9200. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

m. Furnish to the Party of **Hidalgo County** Precinct No. 1 Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private

property as required for the Engineer to perform his services under this Agreement.

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of $ 53,883.20 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII

TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII

VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be November 30, 2010. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Saul D. Maldonado, P.E

Firm Name: SAM Engineering & Surveying Inc. (SAMES)

Address: 200 South Cage Blvd., Ste. A
City/ST/ZIP: Pharr, TX 78577

FED ID #/SS #: 26-2941288

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

ATTEST:

_____ _____
Witness Diana R. Serna, UCP Director

PRECINCT 1/URBAN COUNTY PROGRAM
TDRA-DR STREET & DRAINAGE IMPROVEMENTS

CITY OF PROGRESO
CATARINA SUBDIVISION

NOVEMBER 2010

SAM Engineering & Surveying, Inc.
200 South Cage Boulevard, Suite A
Tel 956.702.8880; Fax 956.702.8883
Pharr, Texas 78577

SAM Engineering and Surveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

November 9, 2010

Joel Quintanilla
Commissioner Precinct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Engineering Proposal – Precinct 1/Urban County Program TDRA-DR Street & Drainage Improvements (City of Progreso – Catarina Subdivision)

Commissioner Quintanilla,

We are pleased to submit this proposal to Precinct 1 and Urban County Program, for providing Professional Engineering Services in connection to the TDRA-DR Pct. 1 Street & Drainage Improvements for Catarina Subdivision within the City of Progreso. As per our understanding of this project, the improvements consist of constructing new paving and drainage improvements.

We have visited the project sites and have generated a complete probable cost package for the proposed construction as was submitted to TDRA for consideration. Enclosed please find the submitted Table 2 showing the project estimate, exhibits, and project limits maps for your review.

At your request, we will begin working on the plan design phase. Project coordination meetings with your staff will be established prior to commencement and throughout the life of the project. SAMES highly skilled staff will work diligently with your staff to provide all necessary documentation and submittals required to successfully execute the project.

This is our best and final offer. We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	$/Unit	Unit	Qty	Construction $	Acquisition $	Eng./Arch. $	Ttl. Act. $
4	Demolition	$43,786.20	LS	1.00	$43,786.20	$0.00	$4,378.62	$48,164.82
4	6" Road Grader Work Subgrade	$5.25	SY	10,500.00	$55,125.00	$0.00	$5,512.50	$60,637.50
4	6" FL BS (DC) (TYD GR6 CL III)	$7.25	SY	10,500.00	$76,125.00	$0.00	$7,612.50	$83,737.50
4	Prime Coat Asph Mtrl (MC-30)	$6.22	GAL	2,100.00	$13,062.00	$0.00	$1,306.20	$14,368.20
4	HMAC TY D	$9.00	SY	8,500.00	$76,500.00	$0.00	$7,650.00	$84,150.00
5	24"x12" Conc. Curb & Gutter	$9.50	LF	5,500.00	$52,250.00	$0.00	$5,225.00	$57,475.00
5	Type 'A' Curb Inlet	$3,500.00	EA	10.00	$35,000.00	$0.00	$3,500.00	$38,500.00
5	4' Diameter Conc. Manhole	$5,000.00	EA	4.00	$20,000.00	$0.00	$2,000.00	$22,000.00
5	6 Ft Wide Conc. Valley Gutter	$5,000.00	EA	2.00	$10,000.00	$0.00	$1,000.00	$11,000.00
5	18" RCP, CL-III	$30.00	LF	160.00	$4,800.00	$0.00	$480.00	$5,280.00
5	24" RCP, CL-III	$36.00	LF	950.00	$34,200.00	$0.00	$3,420.00	$37,620.00
5	30" RCP-CL-III	$48.00	LF	740.00	$35,520.00	$0.00	$3,552.00	$39,072.00
5	Concrete Headwall	$10,000.00	EA	1.00	$10,000.00	$0.00	$1,000.00	$11,000.00
30	Geotechnical Engineering & CMT	$0.00		0.00	$0.00	$0.00	$7,246.38	$7,246.38
					$466,368.20	**$0.00**	**$53,883.20**	**$520,251.40**

Seal

Signature of Registered Engineer/Architect Responsible For Budget Justification: | Date: Jun 3, 2010 | Phone Number +1 (956) 702-8880

PROJECT IMPLEMENTATION SCHEDULE

COUNTY OF HIDALGO

Street Improvements - Catarina Subdivision

	0	1 Dec. '09	2 Jan. '10	3 Feb.	4 March	5 April	6 May	7 June	8 July	9 Aug.	10 Sept.	11 Oct.	12 Nov.	13 Dec. '10	14 Jan. '11	15 Feb.	16 March	17 April	18 May	19 June	20 July	21 Aug.	22 Sept.	23 Oct.	24 Nov
Engineering Activities																									
Complete Preliminary Engineering																									
Complete Design Survey																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Start Construction																									
Construction Complete																									

Flood and Drainage Improvements - Catarina Subdivision

	0	1 Dec. '09	2 Jan. '10	3 Feb.	4 March	5 April	6 May	7 June	8 July	9 Aug.	10 Sept.	11 Oct.	12 Nov.	13 Dec. '10	14 Jan. '11	15 Feb.	16 March	17 April	18 May	19 June	20 July	21 Aug.	22 Sept.	23 Oct.	24 Nov
Engineering Activities																									
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PRECINCT 1/URBAN COUNTY PROGRAM
TDRA-DR STREET & DRAINAGE IMPROVEMENTS

CITY OF PROGRESO
CATARINA SUBDIVISION

DECEMBER 2010

SAM Engineering & Surveying, Inc.
200 South Cage Boulevard, Suite A
Tel 956.702.8880; Fax 956.702.8883
Pharr, Texas 78577

SAM Engineering and Surveying, Inc.

SAMES

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

December 8, 2010

Joel Quintanilla
Commissioner Precinct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Engineering Proposal – Precinct 1/Urban County Program TDRA-DR Street & Drainage Improvements (City of Progreso – Catarina Subdivision)

Commissioner Quintanilla,

We are pleased to submit this proposal to Precinct 1 and Urban County Program, for providing Professional Engineering Services in connection to the TDRA-DR Pct. 1 Street & Drainage Improvements for Catarina Subdivision within the City of Progreso. As per our understanding of this project, the improvements consist of constructing new paving and drainage improvements.

We have visited the project sites and have generated a complete probable cost package for the proposed construction as was submitted to TDRA for consideration. Enclosed please find the submitted Table 2 showing the project estimate, exhibits, and project limits maps for your review.

At your request, we will begin working on the plan design phase. Project coordination meetings with your staff will be established prior to commencement and throughout the life of the project. SAMES highly skilled staff will work diligently with your staff to provide all necessary documentation and submittals required to successfully execute the project.

We propose to perform the attached services for a lump sum amount of $53,883.20, this represents our best and final offer. We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal

Exhibit A
Scope of Services

Precinct 1/Urban County Program
TDRA-DR Street & Drainage Improvements
Catarina Subdivision – City of Progreso

The basic services proposed include project planning, surveying, engineering & design, construction plans and basic construction phase services. Resident Project Representative Services during construction, if needed, may be provided as an additional service.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed.

a. Meet with staff to define the project limits and basic project requirements;
b. Provide topographic surveying of the right-of-ways and drainage areas;
c. Perform engineering calculations and reports to adequately size the storm drainage system; *(if necessary)*
d. Provide schematic plans for review and approval, prior to final design;
e. Incorporate any changes or comments into plans;
f. Provide final construction plans, specifications and estimate, signed and sealed by an Engineer, for approval;
g. Coordinate the advertising and bidding phase *(if needed)*;
h. Assist the Precinct with Pre-Bid Meeting and Bid Opening;
i. Provide Bid Tabulation, and Recommendation to Award;
j. Conduct Pre-Construction Meeting;
k. Provide monthly status reports and oral presentation, as needed;
l. Provide monthly construction observation and coordination as needed;
m. Review and process all material and other submittals;
n. Process monthly payment requests from the contractor;
o. Conduct final walk-thru and prepare a punch list of pending issues; and
p. Process close-out documentation and as-builts.

The above list is intended to be a sample representation of the services to be provided by the engineering, and is not intended to be a comprehensive list.

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	$/Unit	Unit	Qty	Construction $	Acquisition $	Eng./Arch. $	Ttl. Act. $
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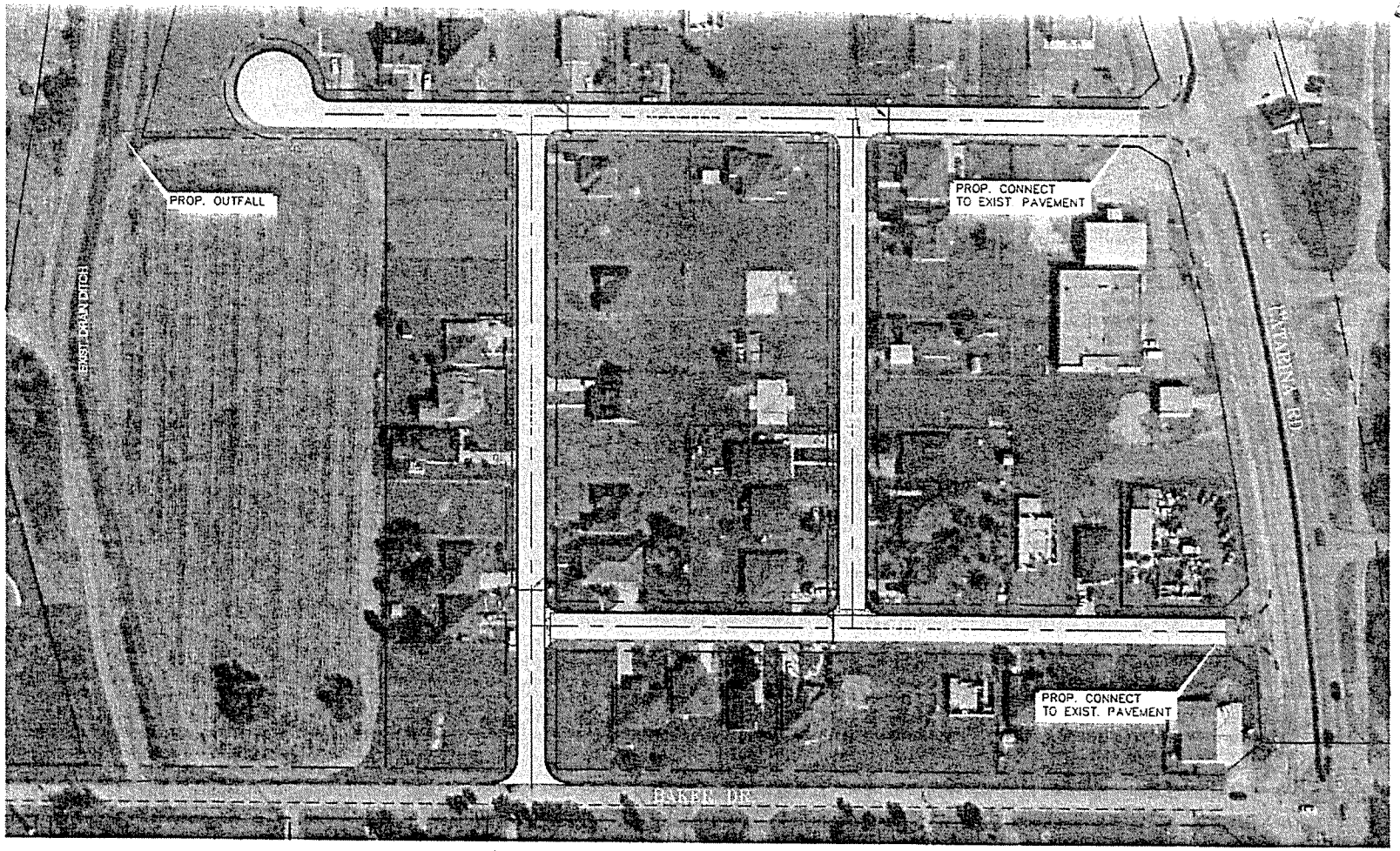
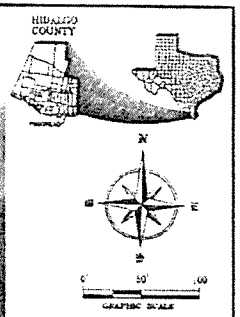
					$466,368.20	**$0.00**	**$53,883.20**	**$520,251.40**

Seal

Signature of Registered Engineer/Architect Responsible For Budget Justification: Jun 3, 2010 (Date:) +1 (956) 702-8880 (Phone Number)





LEGEND

- PROP. TYPE "A" INLET
- PROP. STORM SEWER MANHOLE

EXHIBIT

CATARINA SUBDIVISION
PROPOSED PAVING & DRAINAGE IMPROVEMENTS
PROGRESO, TX

DATE OF PREPARATION: MAY 2010

Registration # F-13602

SAMES SAM Engineering & Surveying, Inc.
300 S. CAGE BLVD.
PHARR, TEXAS 78577
TEL. (956) 702-8660
FAX: (956) 702-8663

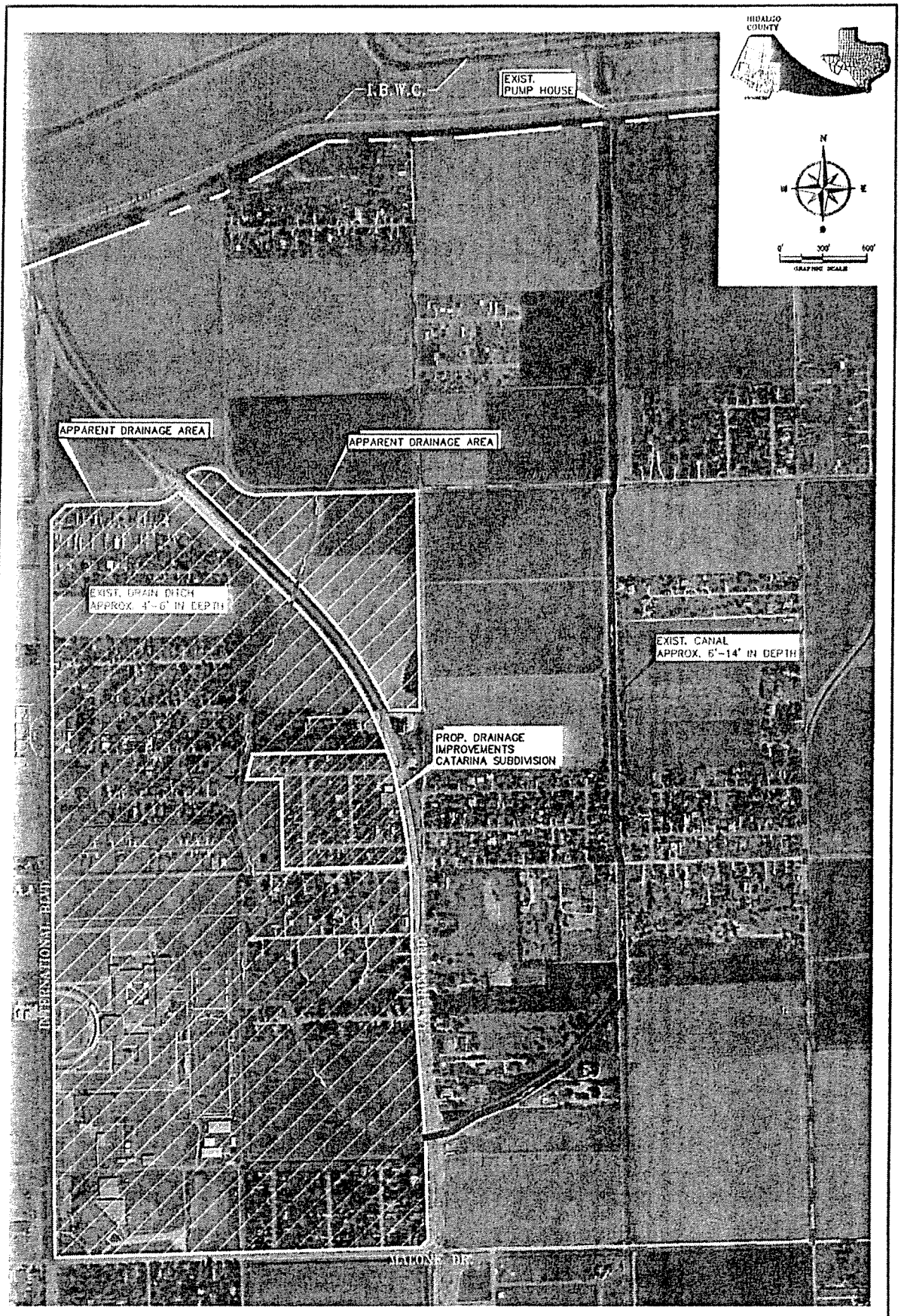


EXHIBIT
EXISTING DRAINAGE DITCH SYSTEM
PROGRESO, TX

DATE OF PREPARATION: MAY 2018

Registration # F-10403

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD.
PHARR, TEXAS 78577
TEL. (956) 702-8850
FAX: (956) 702-8883

Exhibit B
Fee Proposal

Precinct 1/Urban County Program
TDRA-DR Street & Drainage Improvements
Catarina Subdivision – City of Progreso

We propose to provide the above-mentioned services for a lump sum amount of $53,883.20, based on the preliminary construction cost estimate as submitted to TDRA, Table 2, as part of the application for project approval (attached herein). Our services will be billed at a monthly basis, as a percentage of work done to date. This is our best and final offer.

We will begin work upon receipt of a notice to proceed, and will provide a scheduled completion date for approval.

AI-24298 **15.C.**

Street Improvements - Pct. #2

CC REGULAR

Date:	12/13/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 2 is requesting approval and award of best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of $5,472.45 utilizing CDBG Year 21 (2008) for Hidalgo County Precinct No. 2 - Street Improvements - El Charro No. 2 Subdivision - Inca Street.

BACKGROUND

Raba Kistner Consultants, Inc. submitted a best and final offer for street construction materials testing services to (El Charro No. 2 Sudvision - Inca St.) within Precinct No. 2. Raba Kistner Consultants, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $5,472.45. See attached scope of services and best and final offer letter.

Contract Amount:	$ 5,472.45
Funds Available:	$23,080.15 FY 21 (2008) Street Improvements

Fiscal Impact

Attachments

Link: improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/07/2010 02:16 PM	APRV
2	Perla Lopez	Angela Garcia	12/09/2010 09:38 AM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:16 PM	APRV
4	Sergio Cruz	Sergio Cruz	12/09/2010 05:01 PM	APRV
5	Auditor's Office	Linda Fong	12/09/2010 05:28 PM	APRV
6	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Estella Webber — Started On: 12/07/2010 08:50 AM

Final Approval Date: 12/10/2010

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Diana R. Serna, Director- Hidalgo County Urban County Program

From: Hector "TITO" Palacios, Commissioner Hidalgo County Precinct # 2

Subject: El Charro 2- Inca Street UCP Project

Date: December 3, 2010

Diana, please allow this to be notice of our concurrence to proposal submitted by the highest ranked engineering firm, **Raba_Kistner**, for Material Testing to be done at **El Charro 2 Subdivision-Inca Street** a UCP Project which is located at North of Minnesota Road on Inca Street.

Enclosed please find corresponding material for your information and files.

Thank you in advance for your assistance and the attention given this matter. Should you have any questions or require additional information please do not hesitate to contact Eralio Palacios of my staff at 956-787-1891/ 457-5627.

Sincerely,

Commissioner Hector "TITO" Palacios
Hidalgo County, Precinct No. 2

Cc: Tony Barco, UCP Compliance Division Manager
Monica Leal, UCP C. D. Coordinator
Agapito Vargas, Jr., CAP Executive Director
Eralio Palacios, BCAP & UCP Coordinator for Pct. 2
Yolanda Cisneros, Administrative Assistant II
Humberto Garza, Chief Administrative Officer for Pct. 2

DEC 3 2010

301 EAST STATE STREET ♦ PHARR, TEXAS 78577 ♦ TEL. 956.787.1891 ♦ FAX.956.787.4683

Proposal No. PMD10-137-01 (Revised)
December 03, 2010

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

AUTHORIZATION FORM

ON THE BASIS WITH THE EXECUTED CONTRACT APPROVED BY COMMISIONER'S COURT ON SEPTEMBER 02, 2008, BETWEEN HIDALGO COUNTY PRECINCT NO. 2, (CLIENT), AND RABA - KISTNER CONSULTANTS INC., (R-K), FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES, FOR COLONIA ACCESS PROJECTS, WE THANK YOU FOR SELECTING R-K TO PROVIDE CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES TO THE HIDALGO COUNTY PRECINCT 2 EL CHARRO NO. 2 SUBDIVISION – INCA DRIVE IN SAN JUAN, HIDALGO COUNTY, TEXAS. I HEREBY AUTHORIZE R-K TO PERFORM THE FOLLOWING SERVICE(S): Perform Construction Materials Engineering Observation and Testing Services on an "on-call' basis.

LOCATION WHERE SERVICES ARE TO BE PERFORMED: El Charro No. 2 Subdivision – Inca Drive located on the north side of Minnesota Road between Veterans Road and N. Raul Longoria Road in San Juan, Hidalgo County, Texas.

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT OF ABOVE SERVICES: Commissioner Hector "Tito" Palacios Hidalgo County Precinct No.2 Commissioner.

Our opinion of probable cost of services for this project is $5,472.75. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 2 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. Our services will be performed in accordance with this authorization form and the executed contract between both parties, which includes negotiated unit rates and general terms and conditions. Please return a signed original of this document to provide our firm with written authorization to proceed.

SIGNATURE:	X Hector Palacios	**DATE:**	12/13/11
PRINTED NAME:	Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2		
COMPANY NAME:	Hidalgo County Precinct No.2		
COMPANY ADDRESS:	301 East State Street		
CITY, STATE, ZIP:	Pharr, Texas 78577		
PHONE NUMBER:	(956) 787-1891	**FAX NUMBER:**	(956) 787-4683
E-MAL:			

RABA-KISTNER CONSULTANTS, INC.

Katrin Klaski

for: Dennis C. Charkow
Supervisor, CME DCC/rs

Copies Submitted: (1)

Proposal No. PMD10-137-01 (Revised)
December 03, 2010

CONSTRUCTION MATERIALS TESTING UNIT RATES
Border Colonia Access Program Project Round 2
El Charro No. 2 Subdivision – Inca Street
San Juan, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	3	$ 584.25
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	3	$ 212.25
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	2	$ 95.50
5WKR8	4	Sieve Analysis –200 Fexible Base Material	$ 47.75	ea.	1	$ 47.75
5QT00	5	Technician Time – Sampling	$ 41.60	hr.	6	$ 249.60
5VSPN	6	Lime Series Curve Determination Including Five pH Determinations	$ 348.75	ea.	1	$ 348.75
5QT04	7	Proof Rolling Observation	$ 41.60	hr.	2	$ 83.20
5QOMO	8	Nuclear Field Density Tests (Assume 1 Density / 250 ln.ft. Roadway)	$ 17.75	ea.	18	$ 319.50
5QT05	9	Technician Time – Density Testing	$ 41.60	hr.	12	$ 499.20
5QFXE	10	Concrete Compressive Strength Tests	$ 13.00	ea.	15	$ 195.00
5QT06	11	Technician Time – Concrete Testing	$ 41.60	hr.	6	$ 249.60
5QBT0	12	Air Content	$ 24.25	ea.	3	$ 72.75
5Q055	13	Technician Time – Pick-Up of Specimen(s)	$ 41.60	hr.	2	$ 83.20
5RT01	14	Vehicle Travel Charge	$ 20.75	trip	15	$ 311.25
5Q401	15	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	12	$ 594.00
5UBW3	16	Coring of Asphaltic Concrete to Determine Thickness and Density (Assume 1 Core / 300 ln.ft. Roadway)	$ 75.00	ea.	7	$ 525.00
5Q411	17	Coring of Asphalt - Technician Time	$ 41.60	hr.	4	$ 166.40
5UIBMH	18	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.50	ea.	1	$ 239.50
5UBSO	19	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	1	$ 98.25
5Z512	20	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 497.50
Estimated Total Cost of Services						$ 5,472.45

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

Project Description: 2008 – Street Improvements (Materials Testing) El Charro 2-Inca Street

Department: Hidalgo County Precinct No. 2

Name of Firm: L & G Engineering Laboratory

Date of Evaluation: April 27, 2010

Evaluator's Name: Eralio Palacios

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

Comments/Rationale for Points: As per CD presentation they seem to have a highly qualified and certified team.

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

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

Comments/Rationale for Points: Contacted Precinct 3 personnel to confirm firm's experience and have received a positive feedback regarding their experience.

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

Comments/Rationale for Points: The firm's CD presentation is a good indication that the project manager or the alternative resource have experience and are readily available.

4. Understanding of Project	**25**	23

Comments/Rationale for Points: Firm proves to have thorough and good understanding of project and its related matters and issues.

5. Familiarity with Applicable Rules and Regulations	**10**	07

Comments/Rationale for Points: Presentation of firm proves to be extremely familiar with all process, policies and jurisdictions of the project and its related issues.

Total Score	88

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

Project Description: 2008 – Street Improvements (Materials Testing) El Charro 2-Inca Street

Department: Hidalgo County Precinct No. 2

Name of Firm: Earth Co.

Date of Evaluation: April 27, 2010

Evaluator's Name: Eralio Palacios

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

Comments/Rationale for Points: Highly qualified and certified.

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

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

Comments/Rationale for Points: Presentation confirms well-built ability and understanding in the related field.

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

Comments/Rationale for Points: Firm's presentation presents great availability/contact for Project Manager and /or alternative resource.

4. Understanding of Project	**25**	23

Comments/Rationale for Points: Firm's presentation indicates that this firm has thorough And good understanding of project and its related matters and issues.

5. Familiarity with Applicable Rules and Regulations	**10**	08

Comments/Rationale for Points: It is indicated by firm's CD presentation that they seem to be extremely familiar with all process, policies and jurisdictions of the project and its related issues.

Total Score	89

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

Project Description: 2008 – Street Improvements (Materials Testing) El Charro 2-Inca Street

Department: Hidalgo County Precinct No. 2

Name of Firm: Raba Kistner Engineering

Date of Evaluation: April 27, 2010

Evaluator's Name: Eralio Palacios

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

Comments/Rationale for Points: Firm is highly qualified and certified as per CD presentation and past working relationships with our Precinct.

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

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

Comments/Rationale for Points: In past jobs done for our precinct this firm has shown and confirmed their well-built ability and understanding in all related fields.

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

Comments/Rationale for Points: Past experiences have shown that the Project Manager has always been readily available in other words he is just a phone call away.

4. Understanding of Project	**25**	24

Comments/Rationale for Points: Past working relationships with this firm have indicated that they are thoroughly knowledgeable and also have a good understanding of projects along with all related issues.

5. Familiarity with Applicable Rules and Regulations	**10**	09

Comments/Rationale for Points: Extremely familiar with all phases, processes, policies and jurisdictions of the project and its related issues.

Total Score	97

Hidalgo County Precinct #2
Project Statues Meeting
DECEMBER 03, 2010
ORCA PROJECT STATUS MEETING

	Name	Organization	Phone #
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

AI-24374 **16.A.**

Joint Use Agreement - Trenton Drain

CC REGULAR

Date:	12/13/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Discussion, consideration, and action to enter into a Joint Use Agreement between Hidalgo County Irrigation District #2 and The County of Hidalgo.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact

Attachments

Link: Joint Use Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		12/10/2010 08:01 AM	PEND
2	Olga Garza	Olga Garza	12/09/2010 04:10 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:31 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Sandra Garcia — Started On: 12/09/2010 02:37 PM

Final Approval Date: 12/10/2010

STATE OF TEXAS §

COUNTY OF HIDALGO §

JOINT USE AGREEMENT

This Agreement entered into this the _____ day of December, 2010, by and between Hidalgo County Irrigation No. 2 and the County of Hidalgo as follows:

WHEREAS, Hidalgo County Irrigation District No. 2 has a right of way and across the property described in Exhibit "A" attached, and the **County of Hidalgo** desires to make certain improvements on a portion of said Hidalgo County Irrigation District No. 2 right of way across the property described above; and,

WHEREAS, the parties desires to jointly use the property described above that is situated within the Hidalgo County Irrigation District No. 2's right of way for the purpose of repair and maintenance of a drainage pipeline and have no objection to each other's use; and,

WHEREAS, the parties desire to enter into a Joint Use Agreement in order to utilize the property described above

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Hidalgo County Irrigation District No. 2 and the County of Hidalgo that each of the parties may use the property described above for the purposes expressed under the terms, conditions and covenants as follows:

(1) Hidalgo County Irrigation No. 2 hereby consents to the use by the County of Hidalgo of its right of way so that it may utilize its right of way and construct drainage improvements within the Hidalgo County Irrigation District's No. 2 right of way over, under, and across the property described above.

(2) Both, Hidalgo County Irrigation District No. 2 and County of Hidalgo, agree that their joint use of the right of way premises will not interfere with each other's use of right of way and in the event it is necessary for either Hidalgo County Irrigation District No. 2 or the County of Hidalgo to alter, modify, or add to the facilities presently located within the right of way, each party agrees to notify the other party at least sixty (60) days prior to any such activity and furnish necessary plans, specifications, and sketches showing the location and type of construction. Any such alterations, modifications, or additions shall be at the sole expense of the party conducting the same, and, in the event it is necessary to relocate, alter, or modify the other party's improvements situated within the right of way, the party conducting the alteration, modification, or addition activities shall pay for all reasonable costs necessarily incurred by the other party in relocating or altering their improvements to accommodate the new alterations, modifications, or additions to the improvements situated within the right of way.

(3) If in the opinion of either party, such alteration, modification, or new construction will injure, impair, or adversely affect the other party's use of the right of way premises, such party may

prescribe such reasonable regulations as necessary for its protection provided however, that such regulations shall not extend to rerouting or relocation of any lines or improvements outside of the area of joint usage within Hidalgo County Irrigation District No. 2's property described in Exhibit "A".

(4) In the event of any emergency, when immediate action is necessary for the protection of the public and to minimize property damage and loss of investment, either party hereto may make such necessary emergency repairs as required under the circumstances. Immediately following such repairs, the party making same shall notify the other party of its action in writing, as soon as practical.

WITNESS THE HANDS of the parties on this the _____ day of December, 2010.

HIDALGO COUNTY IRRIGATION NO. 2

By: _____
Board President

COUNTY OF HIDALGO

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.

APPROVED AS TO FORM:

ATLAS & HALL, L. L. P.

By: _____
Steve Crain, Attorney, Atlas & Hall

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.6
OWNER:HIDALGO COUNTY IRRIGATION DISTRICT No.2

A 0.11 OF ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51"W (MAP RECORD: S 09°06'W), ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH RIGHT OF WAY LINE OF HELEN ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09"W (MAP RECORD: N 80°54'E), ALONG THE NORTH RIGHT OF WAY LINE OF HELEN ROAD AND THE NORTH LINE OF LOT 21, ALBERTA ACRES (RECORDED IN VOLUME 21, PAGE 74, MAP RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE RODRIGO RAMON, JR. TRACT (THE WEST 5.0 ACRES OF THE EAST 10.0 ACRES OF LOT 8, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 751168, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E (MAP RECORD: N 09°06'E), ALONG THE EAST LINE OF RODRIGO RAMON, JR. TRACT, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 8 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

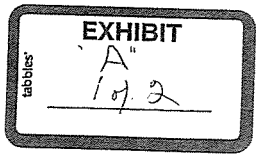
THENCE; S 81°28'09"E (MAP RECORD: S 80°54'E), ALONG THE NORTH LINE OF LOT 8, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 OF AN ACRE OF LAND MORE OR LESS.

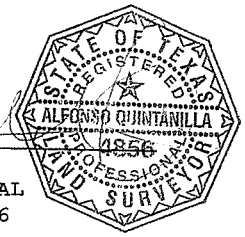
BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

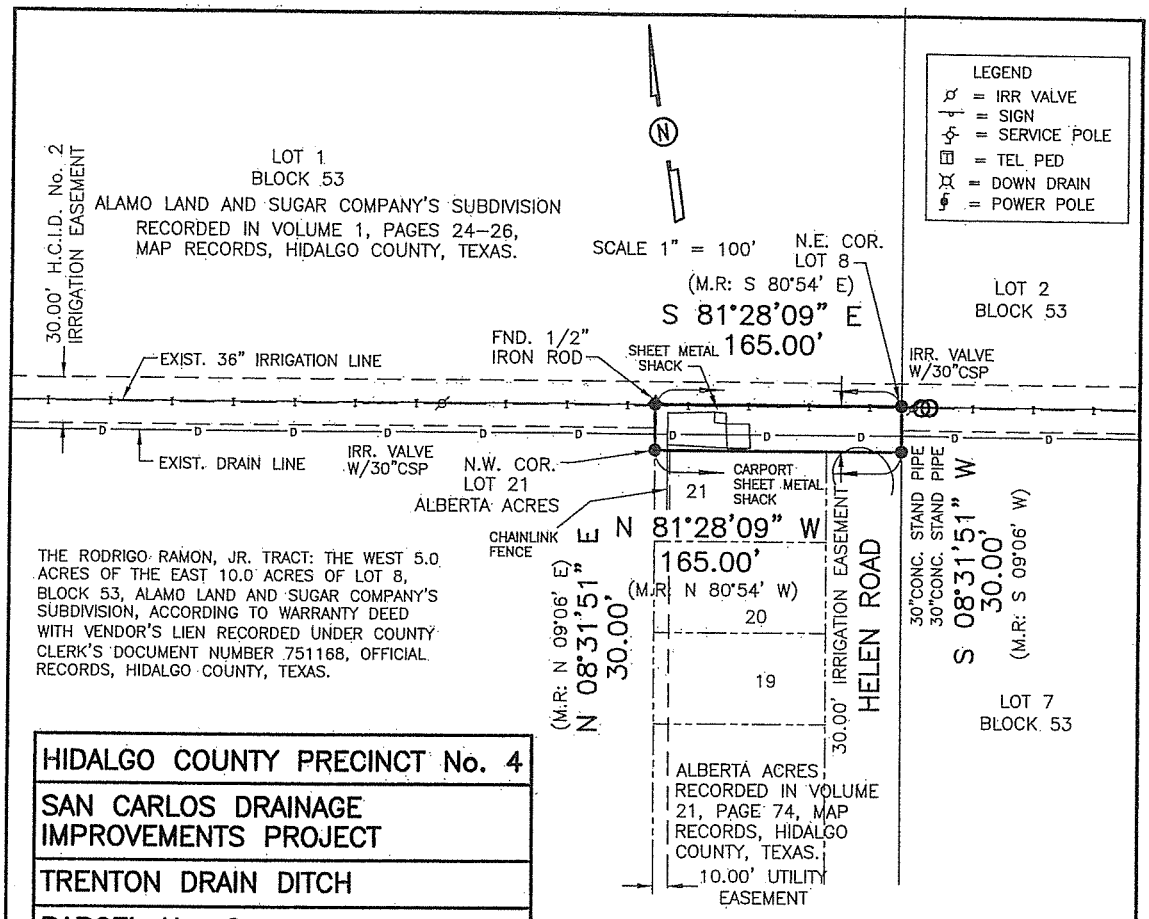
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED:September 10, 2009





ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



THE RODRIGO RAMON, JR. TRACT: THE WEST 5.0 ACRES OF THE EAST 10.0 ACRES OF LOT 8, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 751168, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
TRENTON DRAIN DITCH
PARCEL No. 6

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PLAT SHOWING

A 0.11 OF AN ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALBERTA ACRES RECORDED IN VOLUME 21, PAGE 74, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

EXHIBIT A 2 of 2

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
ADDRESS
OWNER
JOB No.
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

AI-24378 **16.B.**

Permit Application- Irrigation District No. 2

CC REGULAR

Date:	12/13/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Requesting authority for County Judge to execute Permit Application for the Irrigation District # 2 for the Trenton Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact

Attachments

Link: Permit

Link: Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/09/2010 04:08 PM	APRV
2	Olga Garza	Olga Garza	12/09/2010 04:14 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:31 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Sandra Garcia — Started On: 12/09/2010 03:43 PM

Final Approval Date: 12/10/2010

PERMIT # _____

PERMIT

Hidalgo County Irrigation District No. 2 (DISTRICT), for and in consideration of the receipt of fees and other agreements contained herein, does hereby grant a Permit to _____, (PERMITTEE) to cross a District facility at (lot, block and subdivision; and nearest street or attach a drawing):_____.
With (type of utility) _____.
According to the following specification:

All, utilities, pipelines, cables, etc. will cross under the District's irrigation lines leaving a minimum clearance of 24 inches between the District's pipeline and the utility and allowing for maintenance and repair excavation of at least 10 feet either side of the center line of the irrigation line to the depth of the bottom of the irrigation line.

Borings under concrete lined canals shall be a minimum of 5 feet between the bottom of the canal lining and the top of the casing. All borings under concrete lined canals will require the installation of an impermeable liner in the canal 100 feet upstream and downstream from the centerline of the bore. Borings under earthen canals should be a minimum of 7 feet between the bottom of the canal and the top of the casing. No void between bore hole and casing or bore hole and utility is allowed. All voids must be backfilled with flowable fill.

All utilities, pipelines, cables, etc. will cross under the District's drainage ditches leaving a minimum clearance of 5 feet between the top of the installation and the bottom of the ditch. The location of the installation should be permanently marked on both sides of the drainage ditch R.O.W.

All hazardous utilities shall be marked by a permanent sign to indicate type of utility, contact numbers and location of said facility.

All installations crossing the District's irrigation lines or installed within the District's easements or rights-of-way must be inspected by a representative of the District prior to back fill.

All back fill shall be tamped in 6 inch layers to a condition comparable to adjacent, undisturbed material. PERMITTEE shall correct any future settlement in area of excavation.

The lowest conductor of all overhead power lines will clear the surface of the dirt road on the canal berm by a height of no less than 48 feet at all times and at least two signs will be placed in conspicuous places along the canal or drainage ditch warning of the existence of the overhead line.

The right-of-way must be cleared of trash and excess dirt and left in a neat, clean condition upon completion of this installation.

Jan 15 2009 5:33PM Hidalgo Cnty Irr Dist #2 (956) 781-7622 p.2

PERMIT # _____

The issuance of this Permit grants PERMITTEE permission to work within District right-of-way for the purpose of the Permit, but does not guarantee PERMITTEE a route free of obligation such as utility lines, whether privately or commercially owned. In order to prevent damage to these utilities, it will be the PERMITTEE'S responsibility to contact the various utility companies or private owners for the exact location of any facilities that may be in the path of PERMITTEE'S proposed work.

District shall not be liable or responsible for, and shall be saved and held harmless by PERMITTEE, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of PERMITTEE under the Permit.

PERMITTEE agrees to reimburse District any expense incurred by District relating to cost of supervision of any project or work by PERMITTEE hereunder, and other reasonable out-of-pocket expenses incurred by District in connection with granting and supervision of this Permit.

In the event District requires PERMITTEE'S utility to be relocated or adjusted in the future, PERMITTEE agrees to relocate or adjust same at no cost or expense to the District.

This Permit shall expire and terminate 365 calendar days following cessation of use of the premises by PERMITTEE for the purposes provided for herein. Otherwise, this Permit shall expire 40 years following the effective date of this Permit.

This Permit shall become effective _____.

_____
PERMITTEE (PRINT/ TYPE NAME)

_____
SIGNATURE

_____ _____
TITLE

_____
ADDRESS

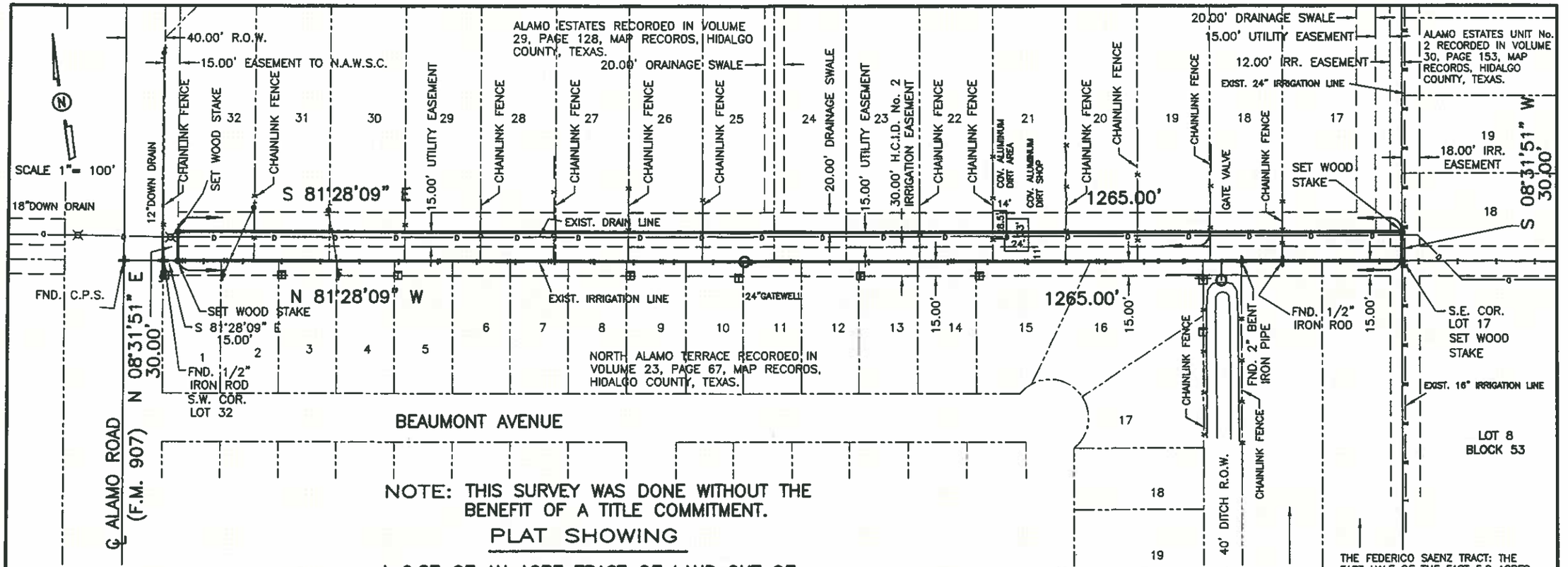
_____

_____
PHONE

ACCEPTED
Hidalgo County Irrigation District No. 2

BY: _____
GENERAL MANAGER

Rev. 12/4/2007



NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PLAT SHOWING

A 0.87 OF AN ACRE TRACT OF LAND OUT OF LOTS 18 THRU 32, ALAMO ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 128, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE OESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOO; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOOOING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CON-TRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER 480334 0425 C

MAP REVISED: NOVEMBER 16, 1982

LEGENO
- ⌀ = IRR VALVE
- ⊣ = SIGN
- ⌽ = SERVICE POLE
- ⊟ = TEL PED
- ⌅ = DOWN DRAIN
- ⌽ = POWER POLE

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
TRENTON DRAIN DITCH
H.C.I.D. No. 2 PERMIT No. 1

EXHIBIT "A"

THE ROSIE S. MIRELES TRACT: THE WEST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 988919, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE FEDERICO SAENZ TRACT: THE EAST HALF OF THE EAST 5.0 ACRES OF LOT 5, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

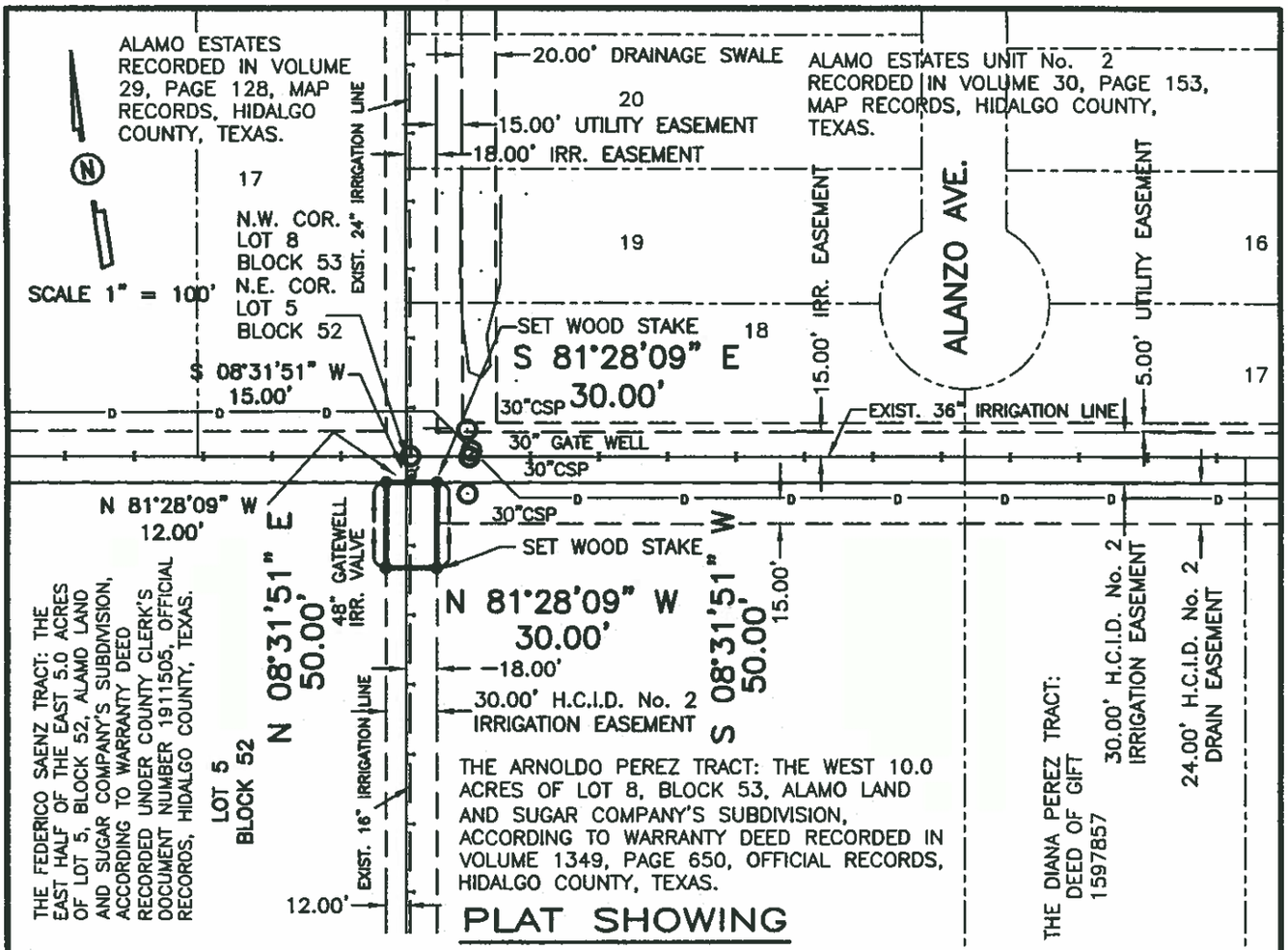
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL · SURVEYOR

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
ADDRESS
OWNER

JOB No.
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527



PLAT SHOWING

A 0.034 OF AN ACRE TRACT OF LAND OUT OF LOT 5, BLOCK 52 AND LOT 8, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1349, PAGE 650, WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1911505, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

TRENTON DRAIN DITCH

H.C.I.D. No. 2 PERMIT No. 2

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY–PANEL NUMBER 480334 0425 C

MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

EXHIBIT "B"

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 1 PAGES 24–26
SURVEYED DECEMBER 3, 2009
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CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
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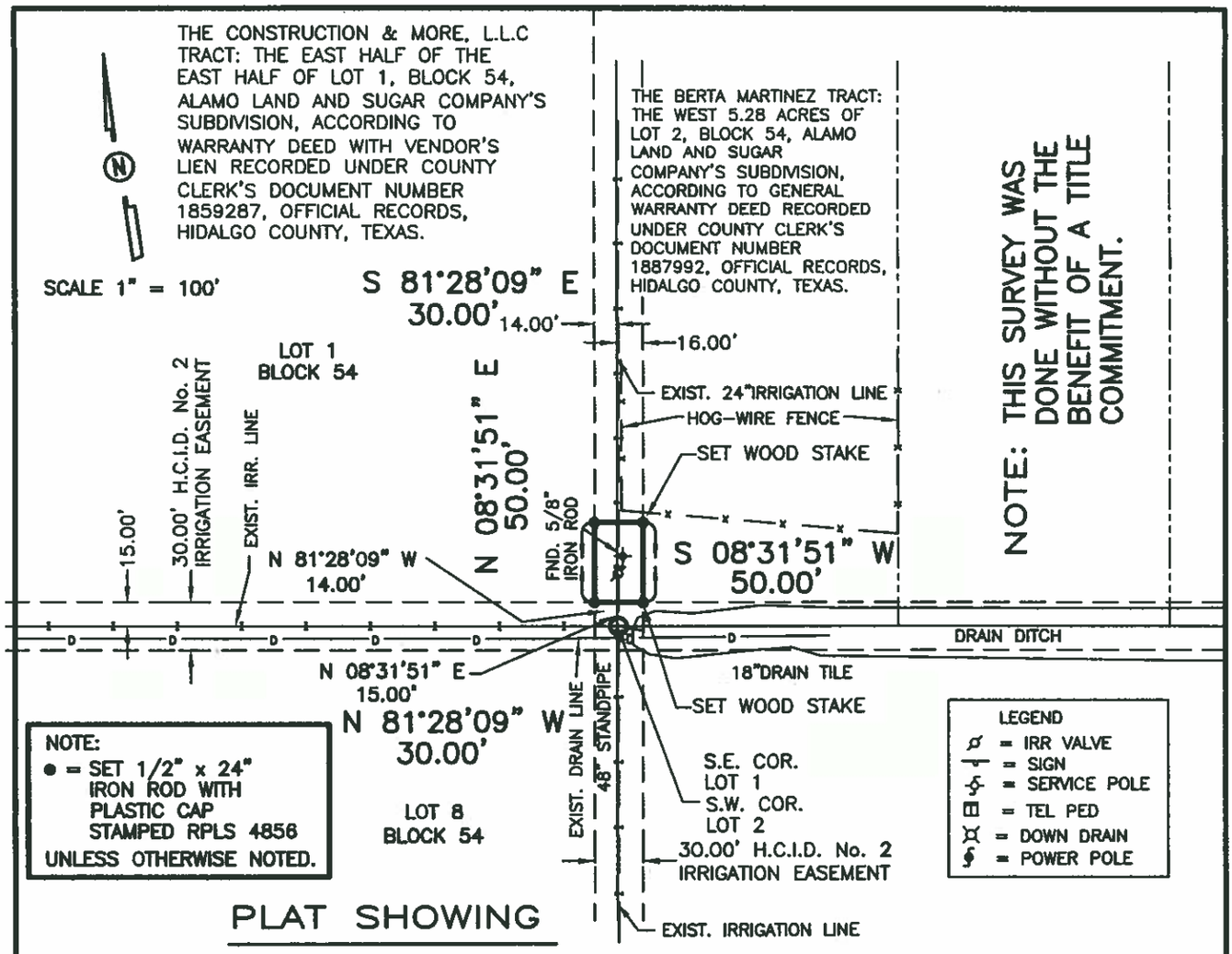

PLAT SHOWING

A 0.034 OF AN ACRE TRACT OF LAND OUT OF LOTS 1 & 2, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1887992, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

TRENTON DRAIN DITCH

H.C.I.D. No. 2 PERMIT No. 3

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

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EXHIBIT

tabbies

"C"

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
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EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

AI-24377 **16.C.**

EMC - Keller Property

CC REGULAR

Date:	12/13/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Earnest Money Contract between the County of Hidalgo and Keller Real Estate Investments Inc. for Precinct # 2 Equipment Storage Property with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Valley Land & Title Company (Escrow Agent) as Earnest Money Deposit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-719

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

BUDGETARY IMPACT:

Available balance of $6,000.00 as of 12/9/10.

Attachments

Link: Keller Property

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/09/2010 04:08 PM	APRV
2	Olga Garza	Olga Garza	12/09/2010 04:37 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:35 PM	APRV
4	Dina Trevino		12/10/2010 08:01 AM	NEW

Form Started By: Sandra Garcia — Started On: 12/09/2010 03:36 PM

Final Approval Date: 12/10/2010

EARNEST MONEY CONTRACT

Seller:	Keller Real Estate Investments, Inc. A Texas Corporation
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of One Hundred Sixty Thousand Dollars ($160,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller One Hundred Dollars ($100.00) (Option Fee) within 7 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice

of termination to Seller within Ninety (90) days after the Effective Date of this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

K. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

SURVEY

Within forty-five (45) days from the Effective Date, PURCHASER, at its sole cost

cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit "A". The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have ninety (90) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII

CLOSING

7.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article V hereof at the office of Valley Land and Title Co., Edinburg, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance

Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Seller.

ARTICLE IX

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding

against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI

CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing,

Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

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

15.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article X. At Closing,

Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Buyer on or before _____, 2010 Buyer's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the _____ day of _____, 2010 (the "Effective Date").

SELLER:

Keller Real Estate Investments, Inc.
A Texas Corporation

By:_____
James C. Keller-President

PURCHASER:

County of Hidalgo

By:_____
Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

Valley Land and Title Co.

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

AI-24341 **17.A.**

Planning Department

CC REGULAR

Date:	12/13/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Final Approval With Financial Guarantee
Riviera Ranches Phase I Subdivision – Pct. 1 (Richard Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: Riviera Ranches Ph. I - Final

Link: Riviera Ranches Ph. I ; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 08:19 AM	APRV
2	Olga Garza	Olga Garza	12/09/2010 10:52 AM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:29 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Nora Cavazos — Started On: 12/08/2010 04:11 PM

Final Approval Date: 12/10/2010

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia
County Commissioner's Court

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

DATE: December 8, 2010

RE: **Riviera Ranches Phase I Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Riviera Ranches is a twenty seven (27) lot subdivision located on the West side of Valverde Road approximately 853 feet North of Moore Road

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 1, 2010. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on August 23, 2010. The proposed subdivision plat will dedicate forty five (45) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

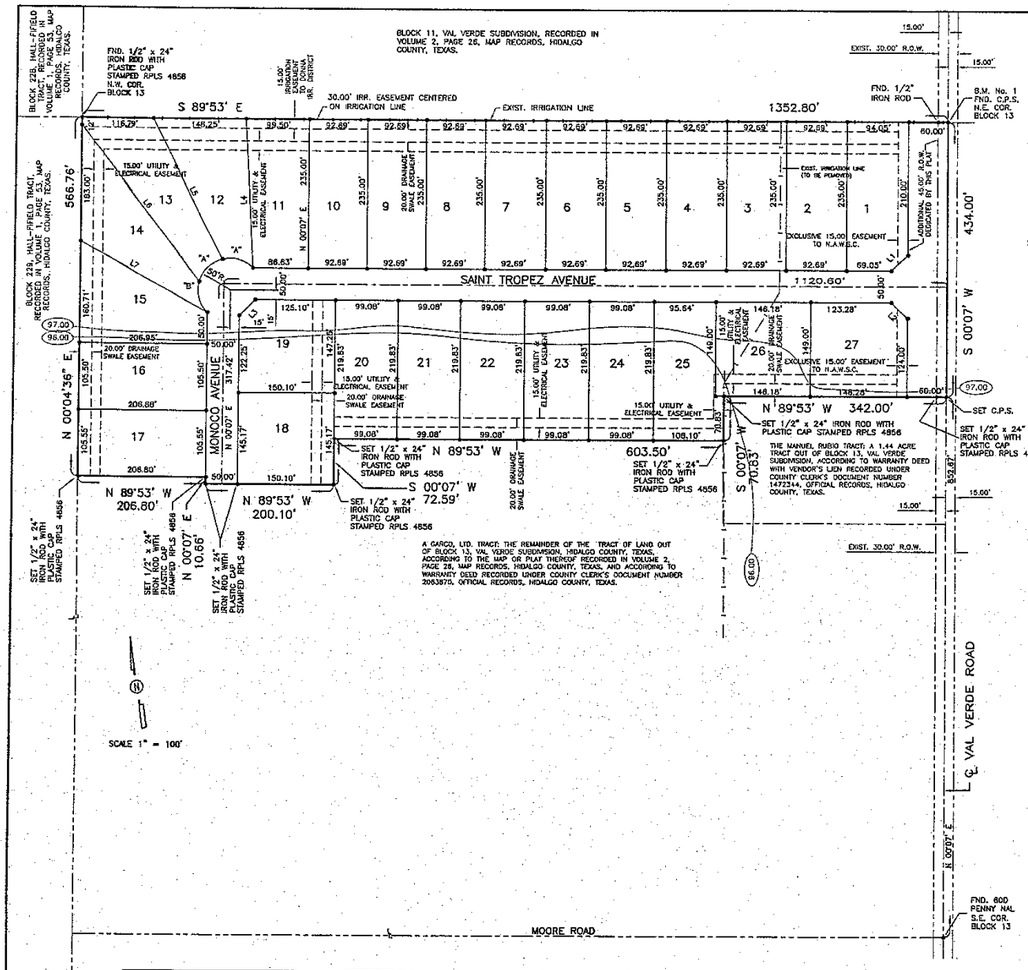
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

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

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on September 28, 2010. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $27,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 00-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of twenty seven (27) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **December 7, 2010.**



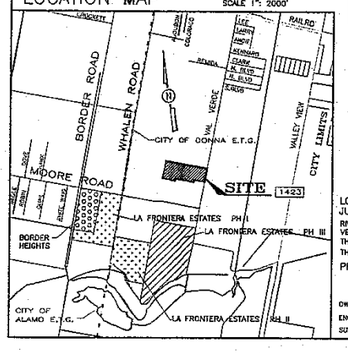
CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	60°10.01"	50.00'	52.51'
"B"	60°46.44"	50.00'	53.07'

LOT #	AREA (S.F.)	(AC.)
1	21,789.25	0.50
2–10	21,787.15	0.50
11	21,870.61	0.50
12	21,788.55	0.50
13	21,870.88	0.50
14	21,600.74	0.50
15	21,865.27	0.50
16	21,787.13	0.50
17	21,789.68	0.50
18	21,780.92	0.50
19	21,789.72	0.50
20–24	21,780.76	0.50
25	21,827.08	0.50
26	21,780.82	0.50
27	21,781.22	0.50

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°07' W	35.36'
L2	S 44°53' E	35.36'
L3	N 45°07' E	35.36'
L4	N 03°01'03" W	235.35'
L5	N 25°51'42" W	1248.67'
L6	N 38°16'56" W	312.30'
L7	N 61°45'07" W	234.80'

LOCATION MAP

SCALE 1": 2000'



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RIVIERA RANCHES PHASE I, IS LOCATED IN SOUTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF MOORE ROAD AND VAL VERDE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). RIVIERA RANCHES PHASE I, LIES APPROXIMATELY 0.68 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021, AND LIES IN PCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956) 383-6295	(956) 381-1196
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).

COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

2.– SETBACKS:

FRONT	25.00 FEET
REAR	35.00 FEET
SIDE	7.00 FEET
CORNER SIDE	10.00 FEET
CUL–DE–SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP CENTERLINE OF STREET, CENTERLINE OF PAVEMENT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THIS PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV. 97.61 LOCATED ON COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. '88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DRAIN A TOTAL OF _____ CUBIC FEET (_____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD A. GARZA, PRESIDENT
PRESIDENT OF GARCO MANAGEMENT, L.L.C. — RIVIERA RANCHES PHASE I — THE OWNER & SUBDIVIDER OF

8.– RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– LEGEND ∘– DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

14.– NO ACCESS ALLOWED ONTO LOTS 1 AND 27 FROM VALVERDE ROAD.

15.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

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

INDEX TO SHEETS

SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HCDD NO.1 AND DONNA IRR. DISTRICT CERTIFICATIONS; N.A.W.S.C. R.O.W. EASEMENT REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

SUBDIVISION PLAT OF:

RIVIERA RANCHES PHASE I

A 15.75 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.75 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF VAL VERDE ROAD FOR THE NORTHEAST CORNER OF BLOCK 13 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°07' W, ALONG THE EAST LINE OF BLOCK 13 AND THE CENTERLINE OF VAL VERDE ROAD, A DISTANCE OF 434.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST OF THE MANUEL RUBIO TRACT (A 1.44 ACRE TRACT OUT OF BLOCK 13, VAL VERDE SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1472344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°53' W, ALONG THE NORTH LINE OF THE MANUEL RUBIO TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 15.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 342.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°07' W, ALONG THE WEST LINE OF THE MANUEL RUBIO TRACT, A DISTANCE OF 70.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 603.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°07' W, A DISTANCE OF 72.59 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4855 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 200.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 00°07' E, A DISTANCE OF 10.66 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 206.80 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF BLOCK 13 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°04'36" E, ALONG THE WEST LINE OF BLOCK 13, A DISTANCE OF 566.76 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4855 FOUND FOR THE NORTHWEST CORNER OF BLOCK 13 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°53' E, ALONG THE NORTH LINE OF BLOCK 13, PASSING A 1/2" IRON ROD FOUND AT 1,337.60 FEET FOR THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 1,352.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.75 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH FRONTERA ESTATES PHASE II, RECORDED IN VOLUME 54, PAGES 197–199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4856 — 12–22–2009 DATE

RIGHT OF WAY EASEMENT

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

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

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

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

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

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

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

I (WE), GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 15.75 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIVIERA RANCHES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

09/14/2010
DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO., Ltd. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 14th day of SEPTEMBER, 2010

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

LEIA A. QUINTANILLA–Notary Public

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.025(a)

WE THE UNDERSIGNED CERTIFY that this plat of the RIVIERA RANCHES PHASE I was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

ATTEST:
Hidalgo County Judge — date
Hidalgo County Clerk — date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20__.

PRESIDENT — DATE — SECRETARY — DATE

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

CHAIRMAN PLANNING COMMISSION — DATE

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

MAYOR — CITY CLERK

DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
95534
ALFONSO QUINTANILLA
P.E. No. 95534 — 9-14-10 DATE

THE COUNTY OF HIDALGO
STATE OF TEXAS

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

FILENAME=F:\DATA\SUBDIVS\DONNA\RIVIERA RANCHES SUBDIVISION PH I\RIVIERA–PLAT PH I				
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	SHEET NO.
12–22–2009	LUPE			OF 3 SHEETS
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

AI-24361 **18.A.**

services to the general public provided by the Hidalgo County Tax Assessor
CC REGULAR

Date:	12/13/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Palacios
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and Possible action regarding all services to the general public provided by the Hidalgo County Tax Assessor, Armando Barrera, Jr., at the Hidalgo County Precinct 2 South Tower Road Community Resource Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2010 10:16 AM	APRV
2	Roland Garcia	Rolando Garcia	12/09/2010 03:43 PM	APRV
3	Auditor's Office	Linda Fong	12/09/2010 05:36 PM	APRV
4	Purchasing Department		12/10/2010 08:01 AM	NEW

Form Started By: Monica Badillo — Started On: 12/09/2010 09:56 AM

Final Approval Date: 12/10/2010

AI-24379 **19.B.1.**

Architectural Services Contract for Constable, Pct. #1-New Bldg.

CC REGULAR

Date:	12/13/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Constables

Information

CAPTION

a. Status of contract negotiations with number ___ ranked firm of Alcocer-Garcia-Associates in connection with the design and construction of a New Constable Offices to be constructed on property available at current Precinct #1 Office Complex;

b. Acceptance and approval of negotiated contract (AIA form of Agreement between County and Architect) for the design and construction of a New Constable Offices for Precinct #1 with the number one ranked firm of Alcocer-Garcia-Associates; or, in the alternative;

c. Authority to cease negotiations with the number one ranked firm and proceed to commence negotiations with the number two ranked firm of Rike-Ogden-Figueroa-Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

A/E expenditures would be from C/O proceeds.

Attachments

Link: Agenda Documentation

Link: Previous Agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/09/2010 05:19 PM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 05:43 PM	APRV
3	Rosalinda Cantu		12/10/2010 08:01 AM	NEW
Form Started By: Marty Salazar			Started On: 12/09/2010 03:51 PM	

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 09, 2010 4:48 PM
To: dgr@atlashall.com; 'Joel Quintanilla'; avilacele@yahoo.com
Cc: 'Evangelina Garcia'; 'rey salazar'; 'Sergio Cruz'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Attachments: SCOPE OF SERVICES WITH PROPOSAL.pdf; AIA WITH Architect's Recommendations of Changes.pdf

Importance: High

Ms. Goetz-Comm. Quintanilla-Constable Avila:
Attached for your review and file information are all the submissions by AGADC (Alcocer-Garcia) in connection with negotiations held to date. I have provided Ms. Goetz (from Atlas & Hall) the information she needed the architect to provide. What is still missing on the part of the County is Constable Avila's confirmation that this architect's submittals reflect functions and needs of a constable office that meet with Constable Avila approval. It appears from our staff notes that the Constable did have issues with some of the projected or estimates provided by the architect.
Yours truly,
Marty Salazar

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, December 07, 2010 10:46 AM
To: 'Sergio Cruz'; 'rey salazar'
Cc: avilacele@yahoo.com; 'Martha Salazar'; 'Darlene Betancourt'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Good Morning,
Attached is the scope of services with a proposed fee from Alcocer Garcia & Associates in connection to the above-referenced project. This information had been forwarded to the Precinct and Constable for their review back on early part of September. I forwarded the AIA Agreement to Mr. Alcocer and shortly after that Mr. Garcia came by with requested modifications/changes on the AIA which in turn were forwarded to legal for their review, input and guidance (see attached document). Some of those requested changes are minor changes and will be corrected and so pursuant to legal's analysis and as per direction from Marty please review legal's response on the AIA changes/response from Alcocer Garcia & Associates. Your input to said matter would be greatly appreciated so please assess said information with Commissioner Quintanilla and Constable Avila to make sure the services and requirements are being met by this Architect.

I know that on the previous two meetings that we had back on August 27 and October 6 of this year, the Constable had understood that pavement of the parking would be initiated by our County Force/Employees but that was somehow changed and that an Engineer would be required for this part of that project, so please touch basis on this and on the funding/budget for said project.

Sergio/Rey, if you both think after meeting and discussing said topics with the Commissioner and Constable that it a meeting would preferably be better to be scheduled in order review and make a final determination and include the Architect, than please let me know the date, time, etc., so that I can set it up.

Appreciate your assistance on this matter and if you need anything or any information, please let me know, if not, let's see if we can assist the Commissioner and Constable in moving this project forward.

Thank you

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 2:20 PM
To: 'Evangelina Garcia'; 'Darlene Betancourt'; 'Leticia Saenz'; 'Sergio Cruz'; 'rey salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Staff:
Do we have anything to support what Ms. Goetz is asking for. From your notes from the negotiation meetings do these items now specified address the services the County (Pct. #1 or us) was asking of the architect? Let me know ASAP? Maybe we need input directly from Constable and Sergio and you all?
Marty

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, December 06, 2010 2:09 PM
To: 'Martha Salazar'
Cc: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty,

All that matters is I have it now to review. The specifics of the project were not included in the documents provided to us last month with the architect's comments. Most of our comments had to do with confirming that the County is getting the services it believes it is paying for so I either need more input from you or a copy of the original proposal or other support in order to confirm whether the changes are correct.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Telephone: 956-632-8242
Facsimile: 956-686-6109
E-mail: dgr@atlashall.com

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 2:02 PM
To: dgr@atlashall.com
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Ms. Goetz:
Sorry about sending to wrong e-mail.
Marty S.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 1:57 PM
To: 'scrain@atlashall.com'; 'drg@atlashall.com'; 'Joel Quintanilla'; 'eduardo.gonzalez@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'; 'avilacele@yahoo.com'
Cc: 'Leticia Saenz'; 'Evangelina Garcia'; 'Darlene Betancourt'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

TO ALL:
Mr. Crain & Ms. Goetz:
Please review attachment. Let us know if this response will address the issues of concern and permit the finalization of an agreement. We will place the item on for CC of 12-14-10 with options to either accept & approve or cease negotiations and proceed with #2 firm originally ranked.
Thank you,
Marty

From: Edo [mailto:edo@agadc.com]
Sent: Monday, December 06, 2010 1:26 PM
To: 'Martha Salazar'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Attached please find our response

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 2:11 PM
To: 'Edo'; 'Joel Quintanilla'; avilacele@yahoo.com
Cc: 'Steve Crain'; drg@atlashall.com; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Alcocer:
In response to you telephone request (to Vangie Garcia) for a meeting asap, we believe that the best solution due to the short time frame is for you and/or Mr. Garcia to respond to the items listed below from legal counsel asap. Upon receipt and review of the information/responses and, if warranted, a meeting will be scheduled.
Yours truly,
Marty S.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 11:51 AM
To: 'Edo'; 'Joel Quintanilla'; 'avilacele@yahoo.com'
Cc: 'Steve Crain'; 'drg@atlashall.com'; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Messrs. Garcia and Alcocer:
We are in receipt of the modifications you have requested to the County's approved AIA document for the above referenced project. We are asking that you provide the information below by no later that 5:00 p.m. on Friday, December 10, 2010. There will be an agenda item for CC meeting of 12-14-10 which will reflect options for CC to consider.
1st. Option- Acceptance and approval of AIA form of Agreement between Owner and Architect;
2nd. Option-Recommendation to cease negotiations with AGADC (as a contract draft cannot be presented) with authority to commence negotiations with the second ranked firm (as approved by CC on 8-24-10).
Hidalgo County wishes to get this project completed for Constable Precinct #1 and needs your cooperation to accomplish that task. If you require any additional information or assistance regarding this matter, please contact us immediately.
Yours truly,
Marty Salazar

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 01, 2010 12:16 PM
To: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

---

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 30, 2010 7:14 AM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty: Please see Deborah's comments and advise. Thanks.

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, November 29, 2010 5:00 PM
To: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

This appears to be the same mark up you had provided on November 15 (e-mailed to you on November 12), and I believe you had left a message for Marty because we wanted to check information on the project, which we had not yet received..

Reviewing the proposed changes from the architect without additional input from the county:

1. Description of Project: We do not have information to confirm either that the proposed services include engineering services or the additions to the description of the building.
2. Sections 3.1.7.3 and 3.1.7.4: These services (civil design and landscape design) were deleted so that the architect is now not responsible for providing them.
3. Sections 3.1.7.5, 4.3.3 and 4.3.4: Architect wants the service included under 4.3.3, which limits the amount of the service provided, and which could result in additional fees.
4. Section 4.1: It appears the original chart was blank and was filled in by the architect. We do not have the information to confirm whether the county is receiving the services it expects.
5. Sections 11.1- 11.4: We do not have the information to confirm the compensation is correct.
6. Signature section: While not all the requested changes are clear, it appears the signature line for the architect does not match the description for the architect on the first page and should be corrected.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 29, 2010 3:42 PM
To: 'Debra L. Goetz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Deborah: Can you look at this?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Crain:
Architect has requested some changes on our standard approved AIA document between owner & architect. Please review and comment.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:01 PM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty, have you heard anything on the following from legal? Actually this is also pending as per the Precinct's request until further notice but I just wanted to touch basis on the following in case the Precinct gives the go ahead.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 12, 2010 4:39 PM
To: 'Martha Salazar'
Subject: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty,
The above attachments is the agenda item with backup, the minutes for that agenda item and the AIA Document that was forwarded to Alcocer Garcia Associates in connection to Hidalgo County Precinct No. 1 Constable Building. Mr. Garcia has requested some changes to the AIA Document and I need for legal to review and their guidance. At this point, shouldn't this be discussed with the new Commissioner to see what input he will give. Please advise because Constable Avila and Mr. Garcia from Alcocer Garcia Associates, keep calling for status.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Edo [edo@agadc.com]
Sent: Thursday, September 23, 2010 1:25 PM
To: Vangie Garcia
Subject: Pct 1. Constable Office Building
Attachments: sos.pdf; Revised Estimate-09-23-10.pdf

Ms. Garcia,

Attached are copies of AGA, inc's Scope of Services and Estimated Cost Estimate.

Based on the attached Revised Cost Estimate, the A/E Basic Fee (based on 7.5% of Final Construction Cost) IS $33,862.50.

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

AGA, inc
ALCÓCER GARCÍA ASSOCIATES

September 2, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78501

Re: Scope of Services; Constable Precinct No. 1 Building

Dear Ms. Salazar:

We hereby present our firm's proposal for Architectural/Engineering Services for the above reference project.

AGA, inc's Basic Services include

1. Architectural Design and Construction Administration Services
   a. Schematic Design Phase
   b. Design Development Phase
   c. Construction Document Phase
2. Structural Engineering Design and Construction Administration Services
3. Mechanical/Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
5. Assist Owner in Receipt of Competitive Bids
6. Evaluate Bids Received
7. Issue Notice of Award and Notice to Proceed to successful Bidder
8. Review project Shop Drawings and Submittals
9. Review General Contractor's Application for Payments
10. Prepare Field Reports and Progress Reports
11. Prepare Project Punch List and Project Close Out Documents
12. Present Project Owner's Manual
13. Five (5) sets of Final Plans and Specifications for Owner's use.
14. Copy of Professional Liability Insurance

Exclusions:

A. Geo-Technical Soils Engineering
B. Civil Engineering Services
C. Topographic and Property Survey
D. Accessibility Registration Fee, Plan Review Fee, and Post Construction Inspection Fee. The Architect will notify Texas Department of Licensing and Regulations

(TDLR). Hidalgo County will be responsible for obtaining other services required from TDLR or Registered Accessibility Specialist

E. Material Testing and Report(s)
F. Engineering Services related to electrical easement(s)
G. Reproduction of thirty five (35) sets of plans and specifications

Compensation:
Compensation for Basic Services to be on 7.5% percent of final construction cost. Additional Services to be invoiced at cost to Architect plus 1.1 times.

Schedule of Payments:

Schematic Design Phase	10% of A/E Fee
Design Development Phase	10% of A/E Fee
Construction Document Phase	50% of A/E Fee
Bidding and Negotiation Phase	5% of A/E Fee
Construction Administration Phase	25% of A/E Fee
Total	100%

We look forward to your favorable response to our proposal and look forward to continuing our working relationship with the County of Hidalgo.

Sincerely,
Alcócer Garcia Associates, inc

President

AGA, inc 1333 E Jasmine, McAllen, TX 78501 • Office:956.618.2007 Fax:956.618.2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2010

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: Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED: Alcocer Garcia Associates 10125 N. 10th Street, Suite A McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Landmark American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 8191253 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
	GENERAL LIABILITY						EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	☐ POLICY ☐ PRO-JECT ☐ LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) $
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $
	☐ HIRED AUTOS						$
	☐ NON-OWNED AUTOS						$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DEDUCTIBLE						$
	☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT $
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			LHR723985	11/10/2009	11/10/2010	Per Claim Limit: $1,000,000 Agg. Limit: $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Constable Precinct No. 1 Building"

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
2812 S. Business Hwy. 281
Edinburg TX 78539

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

Robert Quirk

ACORD 25 (2009/09)

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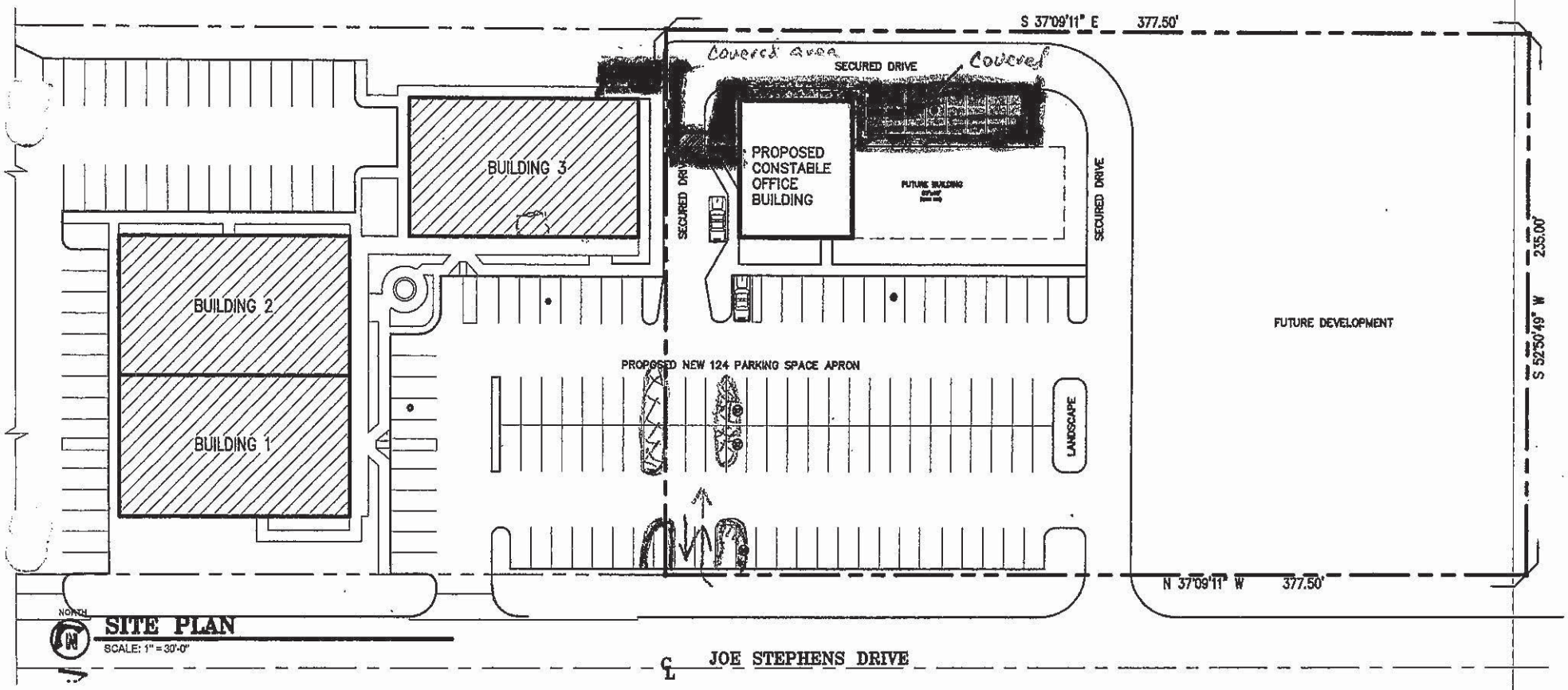
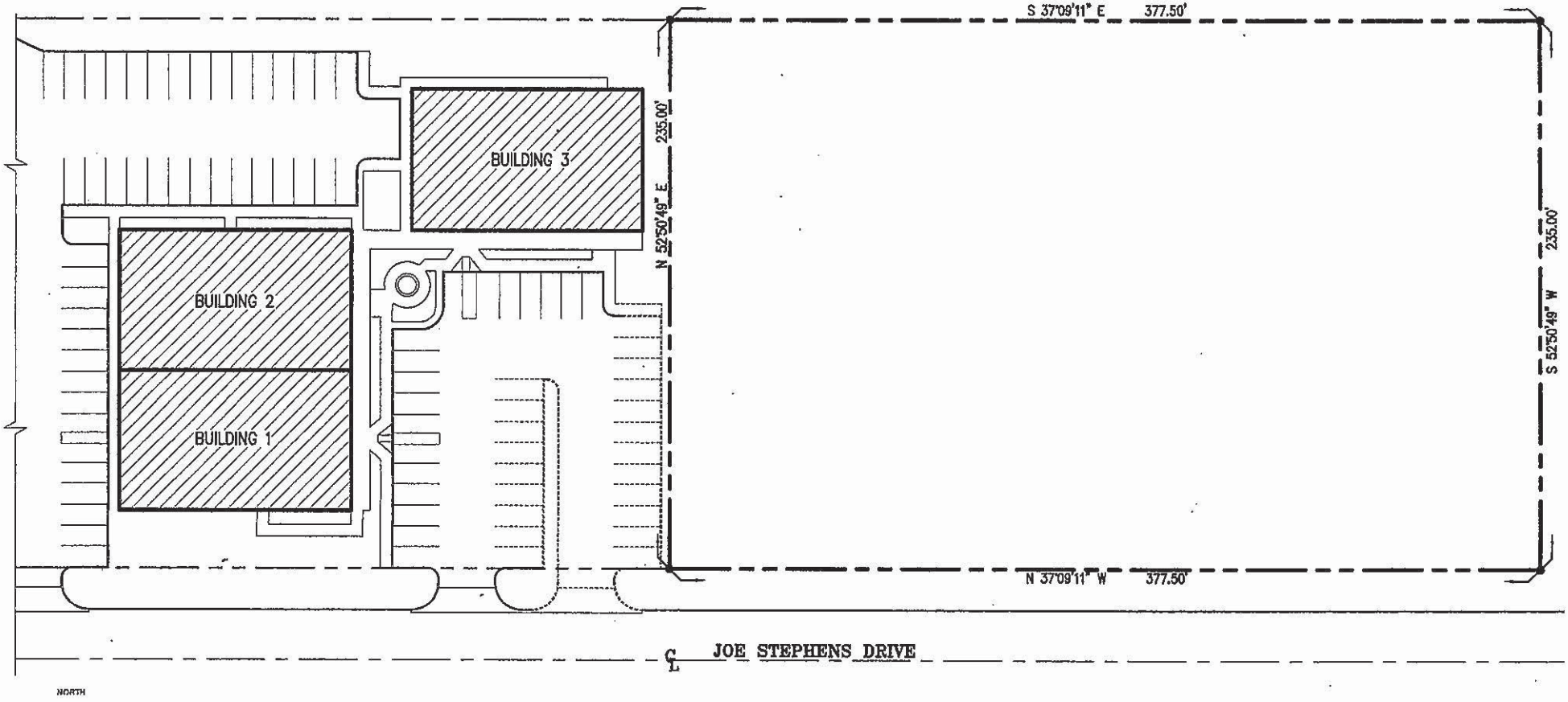
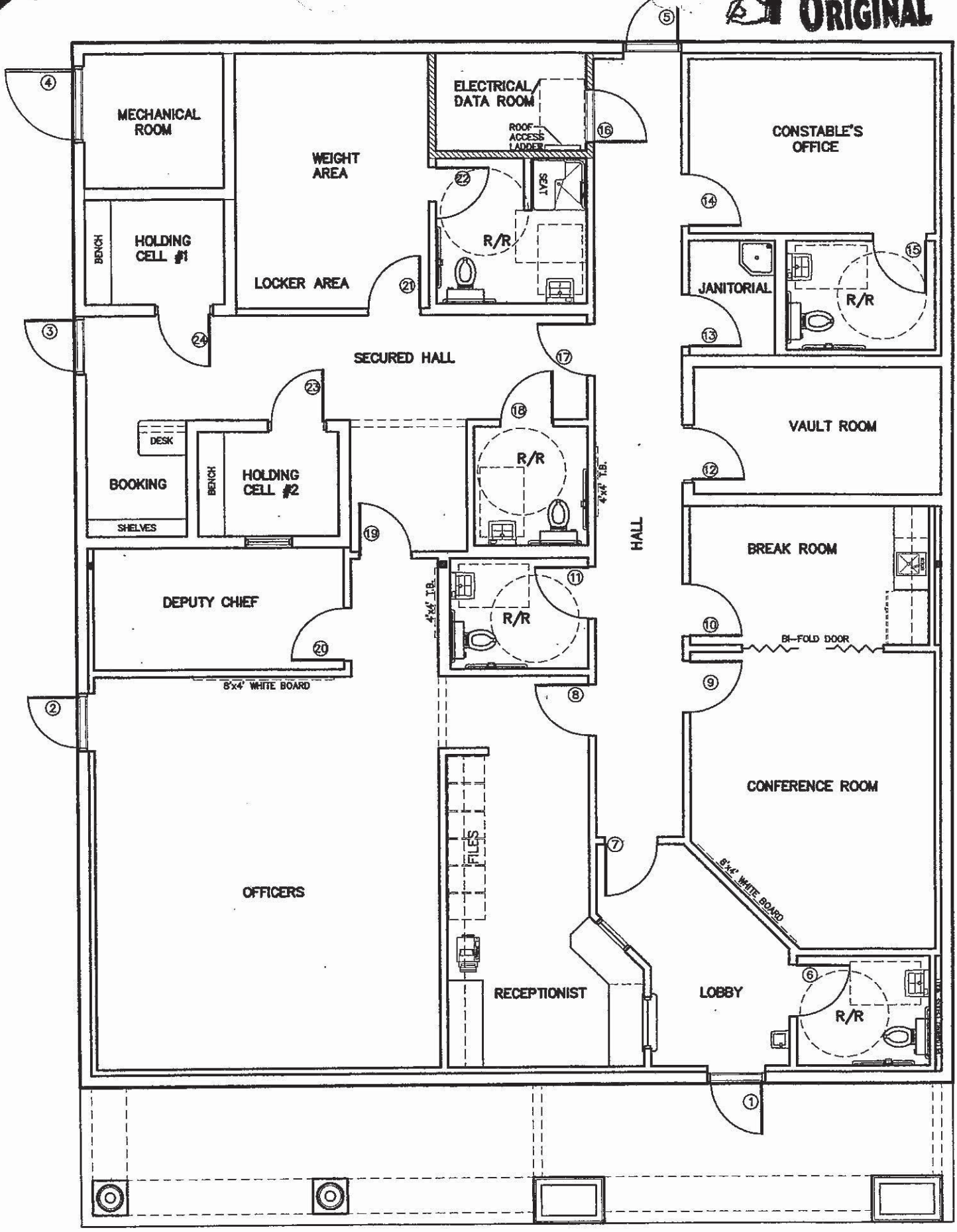

S 37°09'11" E 377.50'
Covered area
SECURED DRIVE
Covered
PROPOSED CONSTABLE OFFICE BUILDING
FUTURE BUILDING
BUILDING 3
BUILDING 2
BUILDING 1
SECURED DRIVE
SECURED DRIVE
PROPOSED NEW 124 PARKING SPACE APRON
LANDSCAPE
FUTURE DEVELOPMENT
S 52°50'49" W 235.00'
N 37°09'11" W 377.50'
NORTH
SITE PLAN
SCALE: 1" = 30'-0"
℄ JOE STEPHENS DRIVE


S 37°09'11" E 377.50'
BUILDING 3
BUILDING 2
BUILDING 1
N 52°50'49" E 235.00'
S 52°50'49" W 235.00'
N 37°09'11" W 377.50'
℄ JOE STEPHENS DRIVE
NORTH

April 2016

ORIGINAL



Proposed New Precinct 1, Constable's Office				
WESLACO, TEXAS				
Approximate Square Feet: 3,000 GSF				
STATEMENT OF PROBABLE CONSTRUCTION COSTS				
DATE: September 23, 2010				
SCHEDULE OF VALUES	**$/S.F.**		**BLDG SF**	**SYS.$**
GENERAL CONDITIONS	$6.85		3,000	20,550.00
SITE WORK-BY OTHERS	$0.00		3,000	0.00
FOUNDATION	$8.25		3,000	24,750.00
REINFORCING STEEL	$1.25		3,000	3,750.00
MASONRY	$7.35		3,000	22,050.00
STRUCTURAL STEEL	$8.25		3,000	24,750.00
ROOFING	$7.25		3000	21,750.00
CARPENTRY	$1.85		3,000	5,550.00
STUCCO	$4.85		3000	14,550.00
MILLWORK/WOOD DOORS	$4.55		3,000	13,650.00
FINISH HARDWARE	$2.35		3,000	7,050.00
GLASS & GLAZING	$1.85		3,000	5,550.00
EMERGENCY GENERATOR*	$15.00		3,000	45,000.00
INTERIOR PARTITIONS	$6.00		3,000	18,000.00
ACOUSTICAL CEILING	$1.55		3,000	4,650.00
VCT/BASE	$1.55		3,000	4,650.00
PAINTING	$4.85		3,000	14,550.00
CERAMIC TILE	$4.50		3,000	13,500.00
CHALKBOARD&TACKBD.	$1.65		3,000	4,950.00
SPECIALTIES	$1.45		3,000	4,350.00
DETENTION EQUIPMENT*	$15.00		3,000	45,000.00
PLUMBING	$10.55		3,000	31,650.00
HVA/C	$16.25		3,000	48,750.00
ELECTRICAL	$17.50		3,000	52,500.00
F.F.&E. (BY OWNER)	$0.00		3,000	0.00
TOTAL	**$117.40**		3,000	**$451,500.00**
* Optional				
BASIC A/E FEE (7.5%)				$33,862.50

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Architect:
(Name, legal status, address and other information)

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501
Phone Number: (956) 618-2007
Fax Number: (956) 618-2008

for the following Project:
(Name, location and detailed description)

«Architectural Services For ~~the Design and Construction Of~~ Constable Precinct No.1 Building.
«Hidalgo County Precinct No. 1
Joe Stevens Avenue
Weslaco, Texas 78596»
«Designed and Construction of A New Constable Building»

The Owner and Architect agree as follows.

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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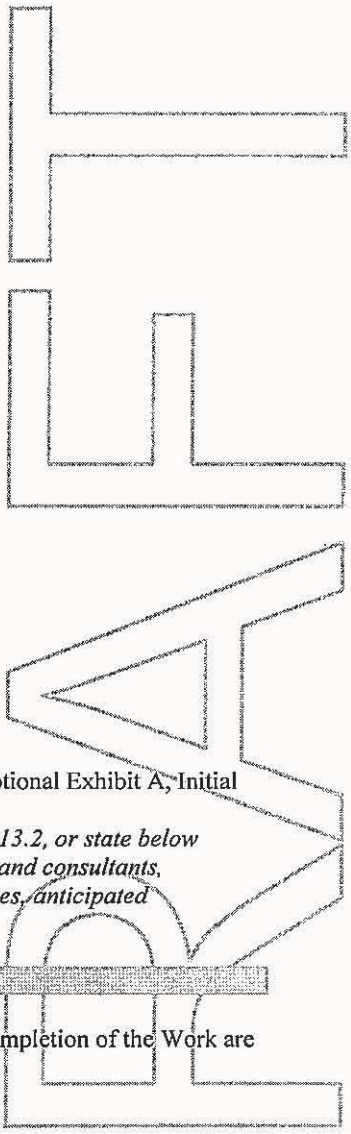
EXHIBIT A INITIAL INFORMATION



ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual agreement. »

.2 Substantial Completion date:

«To be determined at a later date by mutual agreement. »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

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§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No. 3. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is:"Eduardo Alcocer, Project Manager

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«$1,000,000 (See attached Insurance Certificate) »

.2 Automobile Liability

«$1,000,000 (See attached Insurance Certificate) »

.3 Workers' Compensation

«$1,000,000 (See attached Insurance Certificate)»

.4 Professional Liability

«$2,000,000/$4,000,000 (See attached Insurance Certificate)»

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

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§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.
§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 ~~The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.~~ The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
~~**§ 3.1.7.3**~~	~~Civil Design;~~
~~**§ 3.1.7.4**~~	~~Landscape Design;~~
§ 3.1.7.5	On-Site Project Representation; as per 4,3,3
§ 3.1.7.6	Record Drawings (in coordination with Contractor)'
§ 3.1.7.7	Structural Design
§ 3.1.7.8	MEP Design

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~~§ 3.1.7.9 Architect (in coordination with Owner).~~

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, and comply with codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General

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Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "C", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "C " and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

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§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	(Architect provides services)	(Owner's office)

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§ 4.1.2	Multiple preliminary designs	NOT PROVIDED	
§ 4.1.3	Measured drawings	"	
§ 4.1.4	Existing facilities surveys	"	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	"	
§ 4.1.6	Building information modeling	"	
§ 4.1.7	Civil engineering	OWNER	
§ 4.1.8	Landscape design	OWNER	
§ 4.1.9	Architectural Interior Design (B252™–2007)	OWNER	
§ 4.1.10	Value Analysis (B204™–2007)	NOT PROVIDED	
§ 4.1.11	Detailed cost estimating	NOT PROVIDED	
§ 4.1.12	On-site project representation	(ARCHITECT - ONLY AS PER 4.3.3.)	
§ 4.1.13	Conformed construction documents	NOT PROVIDED	
§ 4.1.14	As-Designed Record drawings	"	
§ 4.1.15	As-Constructed Record drawings	(ARCHITECT'S BASIC SERVICES)	
§ 4.1.16	Post occupancy evaluation	(ARCHITECT'S BASIC SERVICES)	
§ 4.1.17	Facility Support Services (B210™–2007)	NOT PROVIDED	
§ 4.1.18	Tenant-related services	"	
§ 4.1.19	Coordination of Owner's consultants	"	
§ 4.1.20	Telecommunications/data design	"	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	"	
§ 4.1.22	Commissioning (B211™–2007)	"	
§ 4.1.23	Extensive environmentally responsible design	"	
§ 4.1.24	LEED® Certification (B214™–2007)	"	
§ 4.1.25	Fast-track design services	"	
§ 4.1.26	Historic Preservation (B205™–2007)	"	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	"	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

7 Preparation for, and attendance t a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

~~§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

~~§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 «1» (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~.2 «12» (« ») visits to the site by the Architect over the duration of the Project during construction~~

~~.3 «2» (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 «2» (« ») inspections for any portion of the Work to determine final completion~~

leave in

~~§ 4.3.4 If the services covered by this Agreement have not been completed within «24» (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

24 TWENTY FOUR

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

~~**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

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the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

~~**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such

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reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by medication.. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory medication of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other (Specify)~~

~~« »~~

~~**§ 8.3 ARBITRATION**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, of the.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

~~**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: an Amount equal to 7.5% of the final cost of construction. of the building.
(Insert amount of, or basis for, compensation.)

« To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein. »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«To be determined at a later date, ~~and identified in each respective fully executed Work Authorization incorporated~~ herein. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« To be determined at a later date ~~and identified in each respective fully executed Work Authorization incorporated herein.~~»

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » (« »), or as otherwise stated below:

« To be determined at a later date ~~and identified in each respective fully executed Work Authorization incorporated herein.~~»

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract	Eighteen	percent (	18	%)

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Admin. Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. NOT APPLICABLE

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

~~.10 Site office expenses; and~~

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » (« ») of the expenses incurred.

~~**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » « »

~~**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

owners to provide, and pay for:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

1. Exhibit 'A' Article 14 and 15
2. Exhibit 'B' Certificate of Insurance
3. Exhibit 'C' – A 201

1. civil engineering designs for parking lot (s) and sewers/water extensions to building.
2. Building materials testing services.
3. State of Texas Accessibility Plan Review
4. State of Texas Accessibility Post-construction inspection

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User Notes: (1701393010)

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Rene Ramirez, County Judge	GEORGE A. GAROIA, AGA, INC., ARCHITECT
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall, LLP	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

add:

"The Texas Board — — — —

on signature page.

(PCT 1 Courtables & Bldg)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 11:51 AM
To: 'Edo'; 'Joel Quintanilla'; avilacele@yahoo.com
Cc: 'Steve Crain'; drg@atlashall.com; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Importance: High

Messrs. Garcia and Alcocer:
We are in receipt of the modifications you have requested to the County's approved AIA document for the above referenced project. We are asking that you provide the information below by no later that 5:00 p.m. on Friday, December 10, 2010. There will be an agenda item for CC meeting of 12-14-10 which will reflect options for CC to consider.
1st. Option- Acceptance and approval of AIA form of Agreement between Owner and Architect;
2nd. Option-Recommendation to cease negotiations with AGADC (as a contract draft cannot be presented) with authority to commence negotiations with the second ranked firm (as approved by CC on 8-24-10).
Hidalgo County wishes to get this project completed for Constable Precinct #1 and needs your cooperation to accomplish that task. If you require any additional information or assistance regarding this matter, please contact us immediately.
Yours truly,
Marty Salazar

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 01, 2010 12:16 PM
To: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 30, 2010 7:14 AM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty: Please see Deborah's comments and advise. Thanks.

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, November 29, 2010 5:00 PM
To: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

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Reviewing the proposed changes from the architect without additional input from the county:

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Importance: High

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Architect has requested some changes on our standard approved AIA document between owner & architect. Please review and comment.
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point, shouldn't this be discussed with the new Commissioner to see what input he will give. Please advise because Constable Avila and Mr. Garcia from Alcocer Garcia Associates, keep calling for status.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 06, 2010 1:57 PM
To: scrain@atlashall.com; drg@atlashall.com; 'Joel Quintanilla'; eduardo.gonzalez@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; avilacele@yahoo.com
Cc: 'Leticia Saenz'; 'Evangelina Garcia'; 'Darlene Betancourt'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Attachments: pct1.pdf

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Attached please find our response

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Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

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In response to you telephone request (to Vangie Garcia) for a meeting asap, we believe that the best solution due to the short time frame is for you and/or Mr. Garcia to respond to the items listed below from legal counsel asap. Upon receipt and review of the information/responses and, if warranted, a meeting will be scheduled.
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Marty S.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 03, 2010 11:51 AM

To: 'Edo'; 'Joel Quintanilla'; 'avilacele@yahoo.com'
Cc: 'Steve Crain'; 'drg@atlashall.com'; 'Darlene Betancourt'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Messrs. Garcia and Alcocer:
We are in receipt of the modifications you have requested to the County's approved AIA document for the above referenced project. We are asking that you provide the information below by no later that 5:00 p.m. on Friday, December 10, 2010. There will be an agenda item for CC meeting of 12-14-10 which will reflect options for CC to consider.
1st. Option- Acceptance and approval of AIA form of Agreement between Owner and Architect;
2nd. Option-Recommendation to cease negotiations with AGADC (as a contract draft cannot be presented) with authority to commence negotiations with the second ranked firm (as approved by CC on 8-24-10).
Hidalgo County wishes to get this project completed for Constable Precinct #1 and needs your cooperation to accomplish that task. If you require any additional information or assistance regarding this matter, please contact us immediately.
Yours truly,
Marty Salazar

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 01, 2010 12:16 PM
To: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 30, 2010 7:14 AM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty: Please see Deborah's comments and advise. Thanks.

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Monday, November 29, 2010 5:00 PM
To: 'Steve Crain'
Subject: RE: AIA Document-Hidalgo County Precinct No. 1 Constable Building

This appears to be the same mark up you had provided on November 15 (e-mailed to you on November 12), and I believe you had left a message for Marty because we wanted to check information on the project, which we had not yet received..

Reviewing the proposed changes from the architect without additional input from the county:

1. Description of Project: We do not have information to confirm either that the proposed services include engineering services or the additions to the description of the building.
2. Sections 3.1.7.3 and 3.1.7.4: These services (civil design and landscape design) were deleted so that the architect is now not responsible for providing them.
3. Sections 3.1.7.5, 4.3.3 and 4.3.4: Architect wants the service included under 4.3.3, which limits the amount of the service provided, and which could result in additional fees.
4. Section 4.1: It appears the original chart was blank and was filled in by the architect. We do not have the information to confirm whether the county is receiving the services it expects.

5. Sections 11.1- 11.4: We do not have the information to confirm the compensation is correct.
6. Signature section: While not all the requested changes are clear, it appears the signature line for the architect does not match the description for the architect on the first page and should be corrected.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 29, 2010 3:42 PM
To: 'Debra L. Goetz'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Deborah: Can you look at this?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building
Importance: High

Mr. Crain:
Architect has requested some changes on our standard approved AIA document between owner & architect. Please review and comment.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 29, 2010 12:01 PM
To: 'Martha Salazar'
Subject: FW: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty, have you heard anything on the following from legal? Actually this is also pending as per the Precinct's request until further notice but I just wanted to touch basis on the following in case the Precinct gives the go ahead.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, November 12, 2010 4:39 PM
To: 'Martha Salazar'
Subject: AIA Document-Hidalgo County Precinct No. 1 Constable Building

Marty,
The above attachments is the agenda item with backup, the minutes for that agenda item and the AIA Document that was forwarded to Alcocer Garcia Associates in connection to Hidalgo County Precinct No. 1 Constable Building. Mr. Garcia has requested some changes to the AIA Document and I need for legal to review and their guidance. At this point, shouldn't this be discussed with the new Commissioner to see what input he will give. Please advise because Constable Avila and Mr. Garcia from Alcocer Garcia Associates, keep calling for status.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281

New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Alcocer Garcia Associates, Inc.

1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

MEMO

DATE: 12 -6 -10
TO: Hidalgo County Purchasing Department
ATTN: Evangelina Garcia
PROJECT: Pct. 1 Constable's Office Bldg.
FROM: George Garcia, Architect

For your use, response to Debra Goetz comments dated 11-29-10 regarding A/E contract:

Description of Project: Project name: New Constable's Office Building. Description: A new one-story building approximately 3000 sq. ft in size to be constructed at 1902 Joe Stephens Blvd., Weslaco, Texas. Building is to have concrete foundation, steel structure, masonry walls , built-up roofing, interior finishes, air-conditioning, electrical and plumbing installations.

Scope of Architect's Basic Services (Article 3): includes structural, mechanical and electrical engineering services, as shown.

Sections 3.1.7.3 and 3.1.7.4: Civil engineering services are not included in A/E contract. The County has contracted for these services directly with an engineering firm. Landscaping design Is to be included in A/E services.

Section 3.1.7.5, On-Site Project Representation: to be included in Architect's Basic Services. Section 4.3.3 and 4.3.4 to be based on above.

Section 4.1, Additional Services Chart: To be consistent with the size and needs of the project and the Architect's Basic Services, the following items should be stricken (these are part of Basic Services):

4.1.8, Landscape Design
4.1.15, As Constructed Record Drawings
4.1.16, Post occupancy evaluation
4.1.19, Coodination of Owner's Consultants

4.1.7, Civil Engineering: Should be marked 'Owner'.

All other items are not applicable to the project and should be marked 'Not Provided'.

Sections 11.1 – 11.4: A/E fee is 7.5% of final construction cost as per our proposal to County. The 1.1 multiplier for any Additional Services is a typical charge.

Signature section: the person to sign is George A. Garcia, Architect/Vice President for Alcocer Garcia Associates, Inc. Please show this on the first page and on signature page.

Other: Please include the following on the signature page:
"The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000".

George A Garcia

AI-22636 **24.B.2.**

Recommendation to Cease Negotiations & Re-select Architect

CC REGULAR

Date: 08/24/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Recommendation that negotiations with architectural firm of Alcocer Garcia Associates, Inc. (AGA) cease due to the time lapse (since original ranking approved in 2007) and restart process in connection with the design and construction of a building to house the Constable from Precinct #1;

b. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(4), a professional service;

c. Presentation of the scoring grid (for the purposes of ranking by CC) of at least three (3) firms evaluated and grade from the County approved "Pool" of architectural firms in connection with the design and construction of a Constable, Precinct #1 Building;

1. Rank- #1- Alcocer Garcia 97
2. Rank- #2- RofA ; 92
3. Rank- #3- V-A-Architecture 8350

d. Authority for the Purchasing Department to negotiate an architectural services contract (AIA Form of Agreement) with the number one (1) ranked firm of Alcocer Garcia in connection with the design and construction of building to house the Constable with site/location of structure on land available at the current Precinct #1 Office Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 8-20-10 $346,490.95.

Attachments

Link: CC AI-7084-121807
Link: email legal counsels advise
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/20/2010 04:46 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 04:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/20/2010 04:59 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	NEW

Form Started By: Marty Salazar Started On: 08/20/2010 03:29 PM
Final Approval Date: 08/20/2010

24 B 2
AI- 22636

HIDALGO COUNTY PRECINCT NO 1
FOR

Constable Offices

Scoring & Evaluation GRID

Engineering Services

Total Scores	Alcocer Garcia Ass.	ROFA	V-A Architecture
Scores	100	85	90
	94	79	77
RANKING	97	82	83.50

*SCORING & EVALUATION COMPLETED BY PCT NO 1

AI-24327 **19.C.1.**

BCAP - Pct 1- Round III - Road & Drainage Construction for La Mesa Subdivision Award Recommendation

CC REGULAR

Date:	12/13/2010
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: Asago Construction in the amount of $236,531.30 for “Road & Drainage Construction for La Mesa Subdivision-Bid No. CAP-10-357-11-10-YSI .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-387-0-731/733

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

BUDGETARY IMPACT:

Obj. 731- "Roads"- Available balance as of 12-10-10 as of 12-10-10 $120,742.08.
Obj. 733- "Drainage Ditches"-Available balance as of 12-10-10 $60,500.00

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-387-0-731

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

BUDGETARY IMPACT:

account has not been created; emergency transfer in the amount of $26,864.22 will be processed due to agenda closing early to cover the R & B portion of BCAP project.

Attachments

Link: c brkdwn 24237

Link: b tab sheet 24327

Link: ai req 24327

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 11:05 AM	APRV
2	Budget & Management	Angela Garcia	12/09/2010 11:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/10/2010 07:45 AM	APRV
4	Auditor's Office		12/10/2010 08:01 AM	NEW

Form Started By: Yvette Islas

Started On: 12/08/2010 03:15 PM

Final Approval Date: 12/10/2010

Colonia La Mesa Subdivision
CSJ: 3C1080387
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	26.07	STA	$500.00	$13,035.00
2	110	Excavation (Roadway)	232	CY	$5.00	$1,160.00
3	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	1139	CY	$10.00	$11,390.00
4	164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	7487	SY	$0.40	$2,994.80
5	168	Vegetative Watering	375	MG	$3.00	$1,125.00
6	247	Flex Base (Cmp in plc)(TY E GR 4)(Fnal POS)	8321	SY	$5.00	$41,605.00
7	251	Rewrk Base Mtrl (DC)(TY "D") (5")	8321	SY	$2.00	$16,642.00
8	260	Lime Treatment (HYD, COM or QK)(SLRY) or QK(DRY)	93.8	TON	$160.00	$15,008.00
9	260	Lime (Mix Exst Matl & New Base)(8")	8321	SY	$2.00	$16,642.00
10	310	Prime Coat (MC-30)	1412	GAL	$1.00	$1,412.00
11	340	D-GR HMA (METH) TY-D SAC-B PG76-22	7055	SY	$7.50	$52,912.50
12	420	Cl A Conc (MISC)(4")	5	SY	$50.00	$250.00
13	500	Mobilization	1	LS	$1,000.00	$1,000.00
14	502	Barricades, Signs and Traffic Handling	4	MO	$700.00	$2,800.00
15	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	4990	LF	$1.00	$4,990.00
16	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	90	LF	$6.00	$540.00
17	666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	510	LF	$1.00	$510.00
18	666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	960	LF	$1.00	$960.00
		SubTotal Base Bid →				**$184,976.30**
		DRAINAGE				
	464	RCP (CL III) (18")	288	LF	$30.00	$8,640.00
	506	Temp Sedmt Cont Fence (Install)	156	LF	$2.00	$312.00
	530	Driveways (Asphalt, Concrete, Pavement)	940	SY	$15.00	$14,100.00
	530	Driveways (Concrete)	521	SY	$18.00	$9,378.00
	556	15" ADS Corrugated Pipe	1275	LF	$15.00	$19,125.00
		SubTotal Drainage →				**$51,555.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$236,531.30**

Project Length: (LF)	2600
Cost Per Linear Feet @ $500K/mile:	$ 94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 246,220.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 149,480.86**
Allowed Increase:	**$ 96,739.14**

Amt Inc. $ 37,370.22

Road Construction Allocation:	$ 92,324.50
Possible 25% Transfer In Other Projects:	$ 37,370.00
Contingency Transfer In:	$ 28,417.58
Total Allocation, 25% Transfer and Contingency Transfer	$ 158,112.08
Low Base Bid Roadwork	$184,976.30
Overrun/Underrun	($26,864.22)

Drainage Allocation:	$ 60,500.00
Transfer In: Other Projects	
Total Allocation and Transfer	$60,500.00
Drainage Cost:	$51,555.00
Overrun/Underrun	$8,945.00

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: November 10, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR LA MESA SUBDIVISION

BID NO: CAP-10-357-11-10-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Sascon Inc.	$282,653.55 correct amount $284,003.55 read amount	Bid Bond Included
2.	Saenz Utility Contractors, LTD	$250,541.15	Bid Bond Included
3.	Asago Construction	$236,531.30 correct amount $236,371.30 read amount	Bid Bond Included
4.	MJA Construction LLc	$245,112.30 correct amount $247,050.50 read amount	Cashier's Check Included
5.			
6.			
7.			
8.			
9.			
10.			

From:	Marcie Jackson
To:	"Yvette Islas"; Martha.Salazar@co.hidalgo.tx.us
Cc:	"Valde "; "John Paul Lugo"; dina.trevino@co.hidalgo.tx.us
Subject:	Request Approval to award contract to low bidder - La Mesa Subdivision
Date:	Wednesday, December 08, 2010 4:23:19 PM
Attachments:	Copy of Cost Breakdown La Mesa 12-08-10.xls

Yvette, please place the following item on CC agenda for Tuesday 14th December 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: La Mesa Subdivision (CSJ: 3C1080387)
Project Location: Precinct 1
Low Bidder: Asago, LLC dba Asago Construction; Mission, TX
Project Engineer: TEDSI Infrastructure Group, Inc.
Account: 0-1312-431-00-121-387-0-731/733 & 0-1200-431-00-121-387-0-731(account has not been created)

Thank you,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

AI-24335 **19.D.1.**

Requesting Approval of Substantial Completion from D. Wilson Construction Co. for Pct 2 for Bldg B and C

CC REGULAR

Date:	12/13/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" for Building B and C, from contractor, D. Wilson Construction Co., reflecting the of December 14, 2010 for the "Construction of New Hidalgo County Pct 2 and other County Offices Complex," as submitted and certified by project architect, VA Architecture.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: backup

Link: PUNCHLIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 11:33 AM	APRV
2	Budget & Management	Angela Garcia	12/09/2010 11:36 AM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:12 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 05:40 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/08/2010 03:55 PM

Final Approval Date: 12/09/2010

AI-24349 **19.D.2.**

Requesting approval to execute contract with R. Gutierrez Engineering for Pct 2 Various Project

CC REGULAR

Date:	12/13/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with R. Gutierrez Engineering Corporation for, "Various Projects" for Precinct No. 2 as approved for negotiations on CC 11/11/10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-XXX-0-334

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

BUDGETARY IMPACT:

* funding will be determined when a project is identified and work authorization issued. Program number will need to be established per project.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 12:47 PM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 12:56 PM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:36 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 05:45 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/08/2010 04:50 PM

Final Approval Date: 12/09/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-376-12-14

THIS AGREEMENT is made, entered into and executed as of the 14th day of **December, 2010** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. Employment of Engineer. Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the

projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. 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. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase;

A. <u>Preliminary Phase:</u>

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. <u>Design Phase:</u>

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. **Construction Phase:**

A specific description of the services to be rendered by the Engineer in the Construction Phase included in **Exhibit "A".**

ARTICLE 4. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever

may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each 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 section of each Project.

ARTICLE 5. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing

needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

ARTICLE 6A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the.Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and

topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.

2. Services of resident engineer or inspector if required by Owner.

3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.

4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.

5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.

6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.

7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.

8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.

9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.

10. Detailed construction staking and project administration for projects as requested by the owner.

Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.

3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

4. At rates authorized by Hidalgo County for its County Officials.

5. At rates authorized by Hidalgo County for its County Officials.

6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.

8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 7. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not

within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement. Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 8. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, 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 Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 9. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each

such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Article 8.4 below.

9.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

9.3 The Final Request for Payment shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

9.4 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) 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 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 Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to

Engineer;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer's services in accordance with this Agreement, no additional payments will be due Engineer hereunder unless and until 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 Owner to be sufficient to so complete the Engineer's services.

9.5 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 Engineer of any of its obligations hereunder with respect thereto.

9.6 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.

9.7 **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 Engineer appearing after completion of the Project, **(2)** failure of 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 10. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A"**, all discounts, rebates and refunds shall accrue to Owner. For some purchases, 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, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 11. Records, Accounting, Inspection. Engineer shall keep full and detailed records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 12. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit "A".** Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 13. Patents. Engineer shall indemnify and save 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 Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save 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 Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further,

that Owner permits 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, 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.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 14. Confidential Information, Inventions and Other Restrictions.

(a) 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 Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials, employees, or representatives or acquired by 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 Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than 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 Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions

and 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 Owner, effectuating the purposes of this Article.

(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of 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 Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 15. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in

accordance with good 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, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on 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. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with 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. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and

experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it 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; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any material errors relating to design intent. 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 the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its 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 the Project Drawings 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 the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

ARTICLE 16. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, 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 performance of Engineer's services or any part thereof 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 it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 17. 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 15 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 Owner or any of the Indemnitees has by law.

ARTICLE 18. Insurance.

(a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C"** entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 19. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 1615 S. Closner, Suite J, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 20. Termination. The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner shall then pay

Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 21. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or 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 Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of 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 Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of 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 perform able

in Hidalgo County, Texas.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez Engineering Corporation
By:_____
Printed Name::_____

Title:_____

OWNER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court December 14, 2010

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)

RFQ NO: 2009-028-01-14-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Engineering Services"
RFQ NO: 2009-028-01-14-MSS

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 10 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

12/29/08
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2009-028-01-14-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: 2009-028-01-14-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-028-01-14-MSS-ENGINEEING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 14, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Engineering Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-028-01-14-MSS

January 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-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 of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-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, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
	Total Score	_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & 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** OTHER				WC STATU- TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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 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 _____, 2009.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised 12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 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* [3]
b. So-called trust account that is not a legal or valid trust under state law	*The actual owner* [4]
5. Sole proprietorship or single-owner LLC	The owner [5]
For this type of account:	***Give name and EIN of:***
6. Sole proprietorship or *single-owner LLC*	The owner [5]
7. A valid trust, estate, or pension trust	Legal entity [6]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or *other tax-exempt organization*	The organization
10. Partnership or multi-member LLC	*The partnership*
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, *school district*, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT "A"
SCOPES OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

The services to be provide by the ENGINEER in developing these Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.

(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.

(3) Provide environmental studies as may be necessary to complete a project.

(4) Provide for the surveying services necessary to determine and stake out the existing right-of-way, to obtain the existing topography and x-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.

(5) Provide for the preparation of a project right-of-way map where right-of-way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.

(6) Provide for the preparation of a subdivision plat by preparing the City or County applications for the subdivision, preparing a preliminary layout of the subdivision plat, preparing a preliminary utility (water, sanitary sewer, and drainage) plan to serve the site, preparing a drainage report for the subdivision plat approval, attending meetings with Planning and Zoning and City Commission as necessary to obtain preliminary plat approval, preparing final subdivision layout of the subdivision plat, submitting plat to review agencies for final plat approval processing, addressing and responding to comments from the City from the preliminary plat review, attending public meetings as necessary for Final Plat Approval.

(6) Based on the geotechnical investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the OWNER; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the ENGINEER's recommendations.

(7) As may be required, comply and receive the Owner's and the funding agencies approval on all work.

(8) Provide the OWNER 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

(9) Obtain the OWNER'S approval of the work of the Preliminary Phase before proceeding with the next phase.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining completed design work activities.
(2) Perform any additional surveying services necessary to collect information required in the design of the Project.
(3) Plot field data and other survey information for the design of the Project.
(4) Prepare detailed plans specifications, contract documents and drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(6) Develop preliminary and final plans for on-site subdivision improvements (water, sanitary sewer, and drainage). Develop preliminary and final paving and grading plans. Submit plans to respective public entities for review and comment. Address any comments from respective public entities and obtain approvals. Prepare specifications and final cost estimate of proposed subdivision improvements. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(7) Furnish the OWNER all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
(8) Assist the OWNER in the advertisement of the Project for bids.
(9) Assist the OWNER in the opening and tabulation of bids for construction on the Project, and recommend to the OWNER as to the proper action on all proposals received.
(10) Assist in the preparation of formal contract documents for the award of contracts.
(11) Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which OWNER may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The ENGINEER shall consult and advise OWNER and act as OWNER's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of ENGINEER as assigned in the General Conditions of the

Construction Contract shall not be modified, except as ENGINEER may otherwise agree in writing.

(2) The ENGINEER shall provide administration of authorized construction (as distinguished from the inspection of a resident engineer continuously at the site of the Project), including visits of the ENGINEER or a competent representative of the ENGINEER to the site of construction at least three times per week. In the administration of the Project, the ENGINEER will use his best efforts to protect the OWNER against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify OWNER of any such defect and take all steps possible to require Contractor to correct the deficiency.

(3) Provide for all field surveys and field layouts to establish right-of-way and vertical and horizontal control for construction.

(4) Provide for detailed construction staking, at OWNER's expense.

(5) Consult and advise with the OWNER during construction.

(6) Furnish the services of a resident engineer and inspectors if OWNER requests ENGINEER to do so, for continuous on-the-site inspection of construction, at OWNER's expense.

(7) Submit a written monthly report to the OWNER that outlines the progress in a form and manner satisfactory to the OWNER.

(8) Check shop or working drawings furnished by Contractors.

(9) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(10) Prepare monthly and final estimates for payments to contractors, and furnish to the OWNER any necessary certifications as to payments to contractors and suppliers. Ten percent retainage is to be withheld from all payments on construction contracts until final acceptance by OWNER.

(11) Prepare, explain and submit proposed contract change orders when applicable.

(12) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(13) Perform, in company with the OWNER's representatives, a final inspection of the Project.

(14) Revise contract drawings to show the work as actually constructed and furnish the OWNER with 5 sets of prints.

EXHIBIT "B"
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 the **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____ .This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No.___ shall be funded through funding source:
Account No._____
Purchase Order 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 _____, 2005.

THE ENGINEER:

_____
_(TYPE NAME_____

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS
EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "C"
INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2010

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	CONTACT NAME: Eliza Mendoza
Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232 E-MAIL ADDRESS: emendoza@vip-ins.net PRODUCER CUSTOMER ID #: 374

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
R Gutierrez Engineering C 130 E. Park Pharr TX 78577-0000	INSURER A: Zurich North America	
	INSURER B: America First Insurance	
	INSURER C: Landmark American Ins. Co	
	INSURER D: Zurich North America	
	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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			PAS 42735911	11/09/2010	11/09/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BA 4885213	11/05/2010	11/05/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DEDUCTIBLE RETENTION $ 5,000 Per Claim			LHR728055	11/05/2010	11/05/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 03811132 01	11/05/2010	11/05/2011	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S. Hwy 281
Edinburg TX 78539-

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

AI 001489

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AI-24350 **19.D.3.**

Bid Award Recommendation -Pct 2 -LJ Lateral Drainage Improvements Phase 2 -Alamo Road Crossing

CC REGULAR

Date:	12/13/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Consideration and action on a recommendation by project engineer Raul E. Sesin, P.E., Hidalgo County Planning Department, to award to the lowest bidder meeting all specifications: OG Construction Co., LLC for Base Bid, Add Alternate No. 1, and Add Alternate No. 2 in the total amount of $171,693.00 for Bid No. 2010-360-11-24-MSS Hidalgo County Precinct No. 2 -"L.J. Lateral Drainage Improvements Phase 2 -Alamo Road Crossing".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-038-0-XXX

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

BUDGETARY IMPACT:

Funding is being determined by Pct. #2 and will be transfered through agenda item transfer in the next comm. court meeting.

Attachments

Link: Agenda Bkp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 01:36 PM	APRV
3	Roland Garcia	Rolando Garcia	12/09/2010 04:46 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 05:44 PM	APRV
5	Dina Trevino		12/10/2010 08:01 AM	NEW

Form Started By: Moises Salazar Started On: 12/08/2010 04:50 PM

Final Approval Date: 12/10/2010

PLANNING DEPARTMENT
County Of Hidalgo

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

December 08, 2010

Honorable Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
301 East State Street
Pharr, Texas 78577

Re: LJ Lateral Drainage Improvements Phase II – Alamo Road Crossing
Project No.: 2010-360-11-24-MSS

Dear Commissioner Palacios;

Bids were received and opened for the LJ Lateral Drainage Improvements Phase II – Alamo Road Crossing Project No. 2010-360-11-24-MSS on November 24, 2010. A total of three bids were received with OG Construction Co., LLC being the low bidder with a base bid of $68,030.00, Add Alternate No. 1 bid of $25,204.00, Add Alternate No. 2 bid of $78,459.00, Add Alternate No. 3 bid of $35,962.00, Add Alternate No. 4 bid of $33,964.00 and Add Alternate No. 5 bid of $28,120.00. Attached is a copy of the bid tabulation for your review.

This project involves the installation of a storm sewer system and gate structure that is part of the LJ Drainage System. OG Construction Co., LLC has constructed several projects within Hidalgo County. We recommend award of the contract to OG Construction Co., LLC for the Base Bid, Add Alternate No. 1 and Add Alternate No. 2 in the amount of $171,693.00.

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

Respectfully,
Hidalgo County Planning Department

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Precinct No. 2

BID OPENING DATE: November 24, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "L J Lateral Drainage Improvements Phase 2"

BID NO: 2010-360-11-24-MSS

No.	NAME OF COMPANY	BASE BID	ALTERNATE I	ALTERNATE II	ALTERNATE III	ALTERNATE IV	ALTERNATE V	BID BOND	ADDENDUM 1
1.	IOC COMPANY LLC	145,969.41	60,016.00	104,331.00	67,163.60	61,957.20	60,093.60	✓	X
2.	GARCO INDUSTRIES INC	119421.44	37592.00	87291.00	40330.00	36510.00	35180.00	✓	
3.	OG CONSTRUCTION	68,030.00	25,204.00	78,459.00	35,962.00	33,964.00	28120.00	✓	
4.									
5.									
6.									
7.									
8.									

BID COMPARISON FORM
HIDALGO COUNTY PRECINCT No. 2
PROJECT # 2010-360-11-24-MSS
LJ LATERAL DRAINAGE IMPROVEMENTS PHASE II - ALAMO ROAD CROSSING

BASE BID

No.	Unit	Item Description	Qty.	OG CONSTRUCTION Unit Price	OG CONSTRUCTION Total	GARCO INDUSTRIES Unit Price	GARCO INDUSTRIES Total	IOC COMPANY Unit Price	IOC COMPANY Total
1	LF	5' x 4' Reinforced Concrete Box	224	@ $ 150.00 =	$ 33,600.00	$ 245.00 =	$ 54,880.00	$ 224.00 =	$ 50,176.00
2	EA	Type "C" Inlet	2	@ $3,000.00 =	$ 6,000.00	$ 2,950.00 =	$ 5,900.00	$ 3,850.00 =	$ 7,700.00
3	LS	Traffic Control Plan	1	@ $1,500.00 =	$ 1,500.00	$ 4,500.00 =	$ 4,500.00	$ 29,000.00 =	$ 29,000.00
4	LF	12" Gravel Bedding for 5'x4' Reinforced Concrete Box as per Plan	224	@ $ 8.00 =	$ 1,792.00	$ 15.00 =	$ 3,360.00	$ 31.70 =	$ 7,100.80
5	LF	Cement Stabilized Backfill as per Plan	224	@ $ 25.00 =	$ 5,600.00	$ 20.00 =	$ 4,480.00	$ 45.65 =	$ 10,225.60
6	LS	Temporary Asphalt Section for Traffic Control Plan	1	@ $8,000.00 =	$ 8,000.00	$ 18,000.00 =	$ 18,000.00	$ 19,000.00 =	$ 19,000.00
7	LF	Trench Protection	224	@ $ 10.00 =	$ 2,240.00	$ 5.00 =	$ 1,120.00	$ 1.00 =	$ 224.00
8	SY	3 1/2" HMAC Type "D" with Prime Coat	67	@ $ 32.00 =	$ 2,144.00	$ 100.00 =	$ 6,700.00	$ 46.20 =	$ 3,095.40
9	SY	13" Flex Base (Compacted) with 2% lime by	67	@ $ 22.00 =	$ 1,474.00	$ 110.00 =	$ 7,370.00	$ 26.95 =	$ 1,805.65
10	LS	4" Yellow Center line, 4" White Edge line and Type	1	@ $1,000.00 =	$ 1,000.00	$ 4,500.00 =	$ 4,500.00	$ 6,100.00 =	$ 6,100.00
11	SY	1 1/2" Planing of Existing Asphalt Section	156	@ $ 30.00 =	$ 4,680.00	$ 15.00 =	$ 2,340.00	$ 58.35 =	$ 9,102.60
				TOTAL =	**$ 68,030.00**	**TOTAL =**	**$ 113,150.00**	**TOTAL =**	**$ 143,530.05**

OG CONSTRUCTION **GARCO INDUSTRIES** **IOC COMPANY**

ALTERNATE #1 BID

No.	Unit	Item Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LF	48" RJ-RCP CL III	88	@ $ 110.00 =	$ 9,680.00	$ 134.00 =	$ 11,792.00	$ 99.00 =	$ 8,712.00
2	LS	Gate Structure and Appurtences (SS-250-1 SERIES) as per Plan and Detail	1	@ $7,500.00 =	$ 7,500.00	$ 22,000.00 =	$ 22,000.00	$ 41,000.00 =	$ 41,000.00
3	LF	12" Gravel Bedding for 48" RCP	88	@ $ 38.00 =	$ 3,344.00	$ 15.00 =	$ 1,320.00	$ 32.00 =	$ 2,816.00
4	LF	Trench Protection	88	@ $ 10.00 =	$ 880.00	$ 15.00 =	$ 1,320.00	$ 1.00 =	$ 88.00
5	LF	Remove and Replace Existing Irrigation Line at Prop. 48" RCP Crossing	40	@ $ 95.00 =	$ 3,800.00	$ 29.00 =	$ 1,160.00	$ 185.00 =	$ 7,400.00
				TOTAL =	**$ 25,204.00**	**TOTAL =**	**$ 37,592.00**	**TOTAL =**	**$ 60,016.00**

ALTERNATE #2 BID

No.	Unit	Item Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LF	48" RJ-RCP CL III CROSSING	513	@ $ 70.00 =	$ 35,910.00	$ 117.00 =	$ 60,021.00	$ 99.00 =	$ 50,787.00
2	LF	30" RJ-RCP CL III	30	@ $ 40.00 =	$ 1,200.00	$ 72.00 =	$ 2,160.00	$ 57.50 =	$ 1,725.00
3	LF	5' x 2' Reinforced Concrete Box (14'-16')	30	@ $ 200.00 =	$ 6,000.00	$ 145.00 =	$ 4,350.00	$ 250.00 =	$ 7,500.00
4	EA	Junction Box for 5'x2' Reinforced Concrete Box and 30" RCP (14'-16')	2	@ $6,000.00 =	$ 12,000.00	$ 4,950.00 =	$ 9,900.00	$ 13,200.00 =	$ 26,400.00
5	LF	12" Gravel Bedding for 48" RCP & 5'x2' RCB	543	@ $ 38.00 =	$ 20,634.00	$ 15.00 =	$ 8,145.00	$ 32.00 =	$ 17,376.00
6	LF	Trench Protection	543	@ $ 5.00 =	$ 2,715.00	$ 5.00 =	$ 2,715.00	$ 1.00 =	$ 543.00
				TOTAL =	**$ 78,459.00**	**TOTAL =**	**$ 87,291.00**	**TOTAL =**	**$ 104,331.00**

ALTERNATE #3 BID

OG CONSTRUCTION **GARCO INDUSTRIES** **IOC COMPANY**

No.	Unit	Item Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CY	Ditch Excavation between Stations [33+50 to 34+20] & [36+02 to 36+72]	3,500	@ $ 3.50 =	$ 12,250.00	$ 3.50 =	$ 12,250.00	$ 2.85 =	$ 9,975.00
2	SY	6" Concrete Rip Rap (3) & (4) (Approximately 312 SY / Rip Rap)	624	@ $ 38.00 =	$ 23,712.00	$ 45.00 =	$ 28,080.00	$ 92.40 =	$ 57,657.60
				TOTAL =	**$ 35,962.00**	**TOTAL =**	**$ 40,330.00**	**TOTAL =**	**$ 67,632.60**

ALTERNATE #4 BID

No.	Unit	Item Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CY	Ditch Excavation between Stations [7+80 to 8+50] & [8+98 to 9+68]	3,000	@ $ 4.00 =	$ 12,000.00	$ 3.50 =	$ 10,500.00	$ 2.85 =	$ 8,550.00
2	SY	6" Concrete Rip Rap (1) & (2) (Approximately 289 SY / Rip Rap)	578	@ $ 38.00 =	$ 21,964.00	$ 45.00 =	$ 26,010.00	$ 92.40 =	$ 53,407.20
				TOTAL =	**$ 33,964.00**	**TOTAL =**	**$ 36,510.00**	**TOTAL =**	**$ 61,957.20**

ALTERNATE #5 BID

No.	Unit	Item Description	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CY	Ditch Excavation between Stations [56+38 to 57+08] & [62+11 to 62+81]	2,800	@ $ 4.00 =	$ 11,200.00	$ 3.50 =	$ 9,800.00	$ 2.85 =	$ 7,980.00
2	SY	6" Concrete Rip Rap (5) & (6) (Approximately 282 SY / Rip Rap)	564	@ $ 30.00 =	$ 16,920.00	$ 45.00 =	$ 25,380.00	$ 92.40 =	$ 52,113.60
				TOTAL =	**$ 28,120.00**	**TOTAL =**	**$ 35,180.00**	**TOTAL =**	**$ 60,093.60**

BASE BID TOTAL =	**$ 68,030.00**	**$ 113,150.00**	**$ 143,530.05**
ALTERNATE NO. 1 TOTAL =	**$ 25,204.00**	**$ 37,592.00**	**$ 60,016.00**
ALTERNATE NO. 2 TOTAL =	**$ 78,459.00**	**$ 87,291.00**	**$ 104,331.00**
ALTERNATE NO. 3 TOTAL =	**$ 35,962.00**	**$ 40,330.00**	**$ 67,632.60**
ALTERNATE NO. 4 TOTAL =	**$ 33,964.00**	**$ 36,510.00**	**$ 61,957.20**
ALTERNATE NO. 5 TOTAL =	**$ 28,120.00**	**$ 35,180.00**	**$ 60,093.60**
GRAND TOTAL =	**$ 269,739.00**	**$ 350,053.00**	**$ 497,560.45**

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR
HIDALGO COUNTY PCT. 2 2010-360-11-24- MSS
LJ LATERAL DRAINAGE IMPROVEMENTS PHASE 2 – ALAMO RD CROSSING

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
11-8-10	4:50pm	Saenz Utility Contractors bgarcia@saenzutility.com	Beto Garcia	262-8506	Beto G
11/10/10	3:25PM	Park Environmental	Jaime Salazar	(956)5350587	Jaime Salazar
11-10-10	11:00am	Construction Data	Jennifer Teeters	512-631-5970	Emailed
11-10-10	11:00 AM	AMTEK Information	John Rugh	512-323-0508	Emailed
11-15-10	3:15pm	Virtual Builders Exchange	Judith Carmona	210-564-6900	Jonelaton 0-N
11/15/10	4:40	Garco Industries Inc	Jerry L	956-778-0213	Jerry L.
11/16/10	9:30a	IOC Company L.L.C.	Eric Villarreal	9562650464	
11/16/10	2:00pm	Asago Construction	Raul Iglesias	607-0741	

AI-24300 **19.E.1.**

Approval of FMV Appraisals for Eyhorn Lots Landfill Subdivision
CC REGULAR

Date:	12/13/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Presentation of the market value appraisals in order for Commissioner's Court to set the minimum bids for the sale of two properties located in Precinct #3 and part of Eyhorn Landfill Subdivisions 1 and 2 (from original Eyhorn land purchase) and as approved for disposition through "Sale of Real Property" (by CC 10-5-10):

A. Lot 7-Eyhorn Landfill Subdivision No. 1-FMV $192,500.00 with Minimum Bid Amount set at $_____;

B. Lot 7-Eyohrn Landfill Subdivision No. 2-FMV $192,425.00 with Minimum Bid Amount set at $_____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-540

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

BUDGETARY IMPACT:

Available balance of $600.00 as of 12/9/10.

Attachments

Link: Lot 7 Sub 1

Link: Lot 7 Sub 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/09/2010 10:50 AM	APRV
2	Budget & Management	Erika Zamora	12/09/2010 11:36 AM	APRV
3	Olga Garza	Olga Garza	12/09/2010 01:37 PM	APRV
4	Auditor's Office	Linda Fong	12/09/2010 05:46 PM	APRV

Form Started By: Gricelda Villarreal Started On: 12/07/2010 10:51 AM

Final Approval Date: 12/09/2010

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located between Mile 14 and Mile 16 Roads, west of FM 2058, Hidalgo County, Texas.
District: Pharr
Property Owner: County of Hidalgo
ROW CSJ: N/A
Address of Property Owner: 100 E. Cano, Edinburg, Texas 78539
Parcel: N/A
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☒ **Partial:** ☐ **Acquisition**
Highway: N/A
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $192,500.00 as of December 3, 2010, based upon my independent appraisal and the exercise of my professional judgment; on December 3, 2010, (date)(s), I personally inspected in the field the property herein appraised; I afforded the County of Hidalgo, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on December 3, 2010, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 3, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

December 6, 2010
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Legal Description:
Lot Seven (7), Eyhorn Landfill Subdivision No.1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 175-177, Map Records, Hidalgo County, Texas.

Remainder Before and After Sale
Since the subject property shall be sold in its entirety, no remainder shall remain.

Property Tax Information
The Hidalgo County Appraisal District is located at 4405 S. Professional Drive-Edinburg, Texas 78539 and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership Hidalgo County. This was found under the tax account E8700-01-000-0007-00 of which the subject property is current assessed at $161,700 or $2,100 per acre.

General Site Assessment Statement
This appraiser has made a partial on-site visit of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. It was indicated that a portion of the property may have been utilized for caliche pit of which the aerial photography available at the time of this report did not indicated a pit. This appraiser made an onsite inspection of a portion of the property along existing road right of way. In the event a pit is found on-site this appraiser reserves the right to re-evaluate the subject property. This report shall be performed under the extraordinary assumption that no caliche pits exist within the area identified by scope of the assignment. The subject is also improved with multiple gas wells and gas lines of which traverse through the subject property. It is also acknowledged that an extraordinary assumption that these easements and well shall not affect the overall market value of the subject property.

Utility Services Available
The subject property is located in a region, which contains electricity and phone service, which is typical of the market area. The area is considered a rural section of northwestern Hidalgo County of which other utilities are limited such as drainage and irrigation.

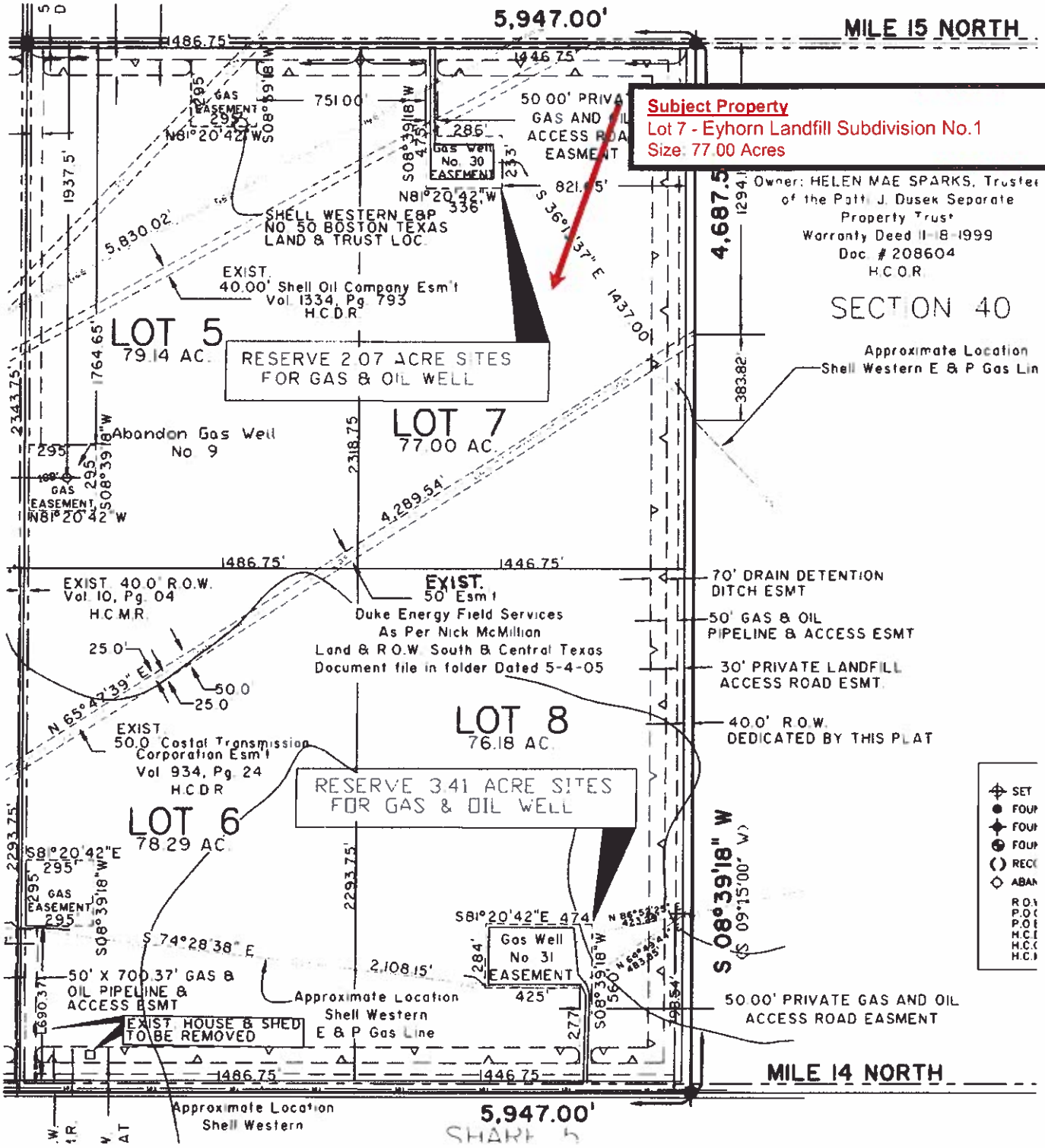
Identification of Personal Property
The proposed surplus property is a vacant tract of land which contains no personal property.

Current Listing Status
Based on the on and or off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the County of Hidalgo and along Mile 14 Road, Mile 16 Road, and neighboring thorough fares, with a review of current listings.

LOT 7 OF THE EYHORN LANDFILL SUBDIVISION No. 1



Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located between Mile 14 and Mile 16 Roads, west of FM 2058, Hidalgo County, Texas.
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Property Owner: County of Hidalgo
ROW CSJ: N/A
Address of Property Owner: 100 E. Cano, Edinburg, Texas 78539
Parcel: N/A
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☒ **Partial:** ☐ **Acquisition**
Highway: N/A
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $192,425.00 as of December 3, 2010, based upon my independent appraisal and the exercise of my professional judgment; on December 3, 2010, (date)(s), I personally inspected in the field the property herein appraised; I did afforded County of Hidalgo, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on December 3, 2010, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 3, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

December 6, 2010
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Legal Description:
Lot Seven (7), Eyhorn Landfill Subdivision No.2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 175-177, Map Records, Hidalgo County, Texas.

Remainder Before and After Sale
Since the subject property shall be sold in its entirety, no remainder shall be required to analyzed as per scope.

Property Tax Information
The Hidalgo County Appraisal District is located at 4405 S. Professional Drive-Edinburg, Texas 78539 and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership Hidalgo County. This was found under the tax account E8700-02-000-0007-00 of which the subject property is current assessed at $161,637 or $2,100 per acre.

General Site Assessment Statement
This appraiser has made a partial on-site visit of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. It was indicated that a portion of the property may have been utilized for caliche pit of which the aerial photography available at the time of this report did not indicated a pit. This appraiser made an onsite inspection of a portion of the property along existing road right of way. In the event a pit is found on-site this appraiser reserves the right to re-evaluate the subject property. This report shall be performed under the extraordinary assumption that no caliche pits exist within the area identified by scope of the assignment. The subject is also improved with multiple gas wells and gas lines of which traverse through the subject property. It is also acknowledged that an extraordinary assumption that these easements and well shall not affect the overall market value of the subject property.

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Identification of Personal Property
The subject property is a vacant tract of land which contains no personal property.

Current Listing Status
Based on the on and or off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the County of Hidalgo and along Mile 14 Road, Mile 16 Road, and neighboring thorough fares, with a review of current listings.

SUBDIVISION PLAT OF THE EYHORN LANDFILL SUBDIVISION No. 2