**AI-26106** **6.B.**

**Chubb Group Insurance Company Settlement Check**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

### CAPTION

Approval to accept a settlement check from Chubb Group Insurance Company in the amount of $96.78 for damages sustained by water leak at County building. (Precinct 3)

### BACKGROUND

DOL: 02/15/11
P3 Multi-Purpose Offices

Acct #: 1-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

No fiscal impact. Funds will be receipted to this account number.

## Attachments

Link: Precinct 3

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:24 PM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 08:39 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:13 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 09:18 AM

Final Approval Date: 04/07/2011

**CHUBB GROUP OF INSURANCE COMPANIES**
PO BOX 42065,
Phoenix, AZ 85080-2065

## Payment Summary

Claim Ref #: 047511007289
Policy: 000035834670
Occurence: 000027
Date of Loss: 02/15/2011
SSN#/TIN#: XXXXXXXXXX
Payee: Hidalgo County

Insured: Hidalgo County

Page: 1 of 1
Check Number: 6552393
Print Date: 03/29/2011
Issue Date: 03/29/2011

| DATE | CLAIMANT | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | | Building Damage | 96.78 |

HIDALGO COUNTY
DBM SAFETY DIVISION
2011 APR 4 PM 4 35

ATTACHMENTS

CHECK TOTAL: 96.78

Comments:

Claim Representative: ROBERT CAMBRON

Phone: (800)252-4670

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

**FEDERAL INSURANCE COMPANY**
PO BOX 42065,
Phoenix, AZ 85080-2065

Check Number 6552393
Date 03/29/2011

60-160
433

Mellon Bank N. A.
PITTSBURGH, PA

Claim Ref #: 047511007289

PAY TO THE ORDER OF Hidalgo County

THE SUM OF Ninety Six Dollars And 78/100 ¢ $***96.78

IN SETTLEMENT OF BUILDING //pk

Hidalgo County
PO BOX 1356
Attn: Safety Division
Edinburg, TX 78540-1356

AUTHORIZED SIGNATURE

VOID VOID VOID

**AI-26104** **6.C.**

**American Electric Power Settlement Check**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

### CAPTION

Approval to accept a settlement check from American Electric Power Company in the amount of $4,874.12 to settle auto accident with County vehicle. (Planning Dept.)

### BACKGROUND

DOL: 11/22/10

Acct #: 1-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

No fiscal impact. Funds will be receipted to this account number.

## Attachments

Link: Planning Dept

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:23 PM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 08:29 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:12 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 08:44 AM

Final Approval Date: 04/07/2011

**Check Date:** 03/30/2011 **Check No.** 3000026988

| Invoice Number | Invoice Date | PO Number | Voucher ID | Gross Amount | Adjustments | Paid Amount |
|---|---|---|---|---|---|---|
| C20100952330001641009 *pd settlement* | 03/23/2011 | | 00046096 | 4,874.12 | 0.00 | 4,874.12 |

HIDALGO COUNTY
DBM SAFETY DIVISION
2011 APR 4 PM 4 35

| Vendor Number | Vendor Name | |
|---|---|---|
| 0000171712 | HIDALGO COUNTY | |
| **Total Amount** | **Total Adjustments** | **Total Paid Amount** |
| $4,874.12 | $0.00 | $4,874.12 |

**Public Liability**
P O Box 24400
Canton, OH 44701
877/286-2729

***THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND***

AEP AMERICAN ELECTRIC POWER

**PUBLIC LIABILITY**
P O Box 24400
Canton, OH 44701

HUNTINGTON BANK
Columbus, OH 43215
25-2/440

**3000026988**
**Date** 03/30/2011

$4,874.12
DOLLAR FOUR COMMA EIGHT SEVEN FOUR PERIOD ONE TWO

**Pay** ****FOUR THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND 12 / 100 DOLLAR****

**To The Order Of**
HIDALGO COUNTY
SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

**Pay Amount** $4,874.12***

Julie Williams
**Authorized Signature**

***THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER - HOLD TO LIGHT TO VIEW***

⑈3000026988⑈ ⑆044000024⑆ 018921047 15⑈

**AI-26088** **6.D.**

# Endeavor General Insurance Agency Settlement Check
# CC REGULAR

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

### CAPTION

Approval to accept settlement check from Endeavor General Insurance Agency in the amount of $405.40 to settle auto accident with County vehicle. (Sheriff Office)

### BACKGROUND

DOL: 08/13/10

Acct #: 1-1100-360-00-000-005-0-000

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Link: Sheriff Office

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:07 PM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 08:25 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:08 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/04/2011 09:50 AM

Final Approval Date: 04/07/2011

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

28339

HIDALGO COUNTY
DBM SAFETY DIVISION
2011 APR 1 AM 8 32

| | |
|---|---|
| CHECK NUMBER: | 28339 |
| DATE ISSUED: | February 28, 2011 |
| ISSUING CODE: | C |
| AMOUNT: | $405.40 |
| REASON: | Property Damage Liability |
| ADJUSTER: | LISA LEWIS |
| CLAIM NUMBER: | 2010-TXE103652-1 |
| DATE OF LOSS: | 08/13/2010 |
| INSURED: | GUADALUPE JR BARRER |
| CLAIMANT: | HIDALGO COUNTY |

HIDALGO COUNTY: ATTN SAFTEY DIVISION
P.O.BOX 1356
EDINBERG, TX 78540

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**ENDEAVOR GENERAL AGENCY, LLC**
PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

**JPMORGAN CHASE BANK, N.A.**
DALLAS, TEXAS

28339
32-61/1110

VOID VOID VOID

FOUR HUNDRED FIVE AND 40/100 DOLLARS

| DATE | AMOUNT |
|---|---|
| February 28, 2011 | $405.40 |

PAY TO THE ORDER OF
HIDALGO COUNTY
P.O.BOX 1356
EDINBERG, TX 78540

VOID AFTER 90 DAYS

PD 2008 FORD EXPEDITION VIN# 6005

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈028339⑈ ⑆111000614⑆ 638477117⑈

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

28339

CHECK:
HIDALGO COUNTY
P.O.BOX 1356
EDINBERG, TX 78540

| | |
|---|---|
| CHECK NUMBER: | 28339 |
| DATE ISSUED: | February 28, 2011 |
| ISSUING CODE: | C |
| AMOUNT: | $405.40 |
| REASON: | Property Damage Liability |
| ADJUSTER: | LISA LEWIS |
| CLAIM NUMBER: | 2010-TXE103652-1 |
| DATE OF LOSS: | 08/13/2010 |
| INSURED: | GUADALUPE JR BARRER |
| CLAIMANT: | HIDALGO COUNTY |

**AI-26061** **6.E.**

**VIDA Agreement period of 3-25-11 to 3-24-12 (1 year)**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

**CAPTION**

Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for the period of 3/25/11 to 3/24/12 (not to exceed $250,00.00).

**BACKGROUND**

Acct. #1-1100-415-00-115-002-0-843 - 166,497.75 avail. as of 3/31/11
Contract expired 3/24/11

addtl funds - AI 25969 -transfer of funds to obj. 843 - $ 41,835.59

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-00-115-002-0-843

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

**BUDGETARY IMPACT:**

Available balance as of 3-31-11 $166,497.75, additional funds in the amount of $41,835.59 pending transfer, AI #25969.

Monthly expenditure is $20,833.33 for a total of $250,000.00/year.

Jan. and Feb. 2011 were paid on 3-7-11 and 3-21-11, respectively, chk #'s 01-00338519 & 01-00339280

Current agreement expired on 3-24-11; New agreement is from 3-25-11 to 3-24-12 (1 year).

## Attachments

Link: ins
Link: C
Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 03/31/2011 01:12 PM | APRV |

| | | | | |
|---|---|---|---|---|
| 2 | Ivan Cantu | Ivan Cantu | 03/31/2011 02:19 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Monica Badillo Started On: 03/31/2011 09:46 AM

Final Approval Date: 04/07/2011

**Philadelphia Insurance Companies**
**One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004**
**610.617.7900 Fax: 610.617.7940**

**FLEXIPLUS FIVE**
NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

☒ Philadelphia Indemnity Insurance Company ☐ Philadelphia Insurance Company

Policy Number: PHSD533082

DECLARATIONS

**NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.**

Item 1. Parent Organization and Address:
Valley Initiative Development
and Advancement (VIDA)
1715 E Pike Blvd
Weslaco, TX 78596-5026

Internet Address: www. N/A

Item 2. Policy Period: From: 06/30/2010 To: 06/30/2011
(12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:

| | | | | |
|---|---|---|---|---|
| (A) | Part 1, D&O Liability: | $ | 1,000,000 | each Policy Period. |
| (B) | Part 2, Employment Practices: | $ | 1,000,000 | each Policy Period. |
| (C) | Part 3, Fiduciary Liability: | $ | 1,000,000 | each Policy Period. |
| (D) | Part 4, Workplace Violence: | $ | | each Policy Period. |
| (E) | Part 5, Internet Liability: | $ | | each Policy Period. |
| (F) | Aggregate, All Parts: | $ | 2,000,000 | each Policy Period. |

Item 4. Retention:

| | | | |
|---|---|---|---|
| (A) | Part 1, D&O Liability: | $ 2,500 | for each Claim under Insuring Agreement B & C. |
| (B) | Part 2, Employment Practices: | $ 2,500 | for each Claim. |
| (C) | Part 3, Fiduciary Liability: | $ 0 | for each Claim. |
| (D) | Part 4, Workplace Violence: | $ | for each Workplace Violence Act. |
| (E) | Part 5, Internet Liability: | $ | for each Claim. |

Item 5. Prior and Pending Date: Part 1 04/22/1996 Part 2 04/22/1996 Part 3 06/30/2005 Part 4 No Date Applies Part 5 No Date Applies

Item 6. Premium: Part 1 $ 2,151.00 Part 2 $ 656.00 Part 3 $ 100.00 Part 4 Part 5

*Total Premium*: $ 2,907.00

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.

Authorized Representative

Countersignature

Countersignature Date

# COMMERCIAL PROPERTY COVERAGE

Named Insured: V I D A
Company Name: American Hallmark Ins. Co
Policy Term: 07/01/2010 to 07/01/2011

Street Address:
#1 1715 E. PIKE BLVD, WESLACO, TX
#2 3400 W. MILITARY #131, MCALLEN, TX
#3 1800 S. MAIN #11OO, MCALLEN, TX
#4 1101 E. VERMONT, MCALEN, TX
#5 1902 N. LOOP 499 BLDG B TSTC CAMPUS, HARLINGEN

| Limits | Property Description | Deductible | Co-Ins | Value | Causes of Loss |
|---|---|---|---|---|---|
| $167,000 | CONTENTS - LOC #1 | $1,000<br>2% WIND/HAIL | | R/C | SPECIAL |
| $ 7,500 | CONTENTS - LOC #2 | $1,000<br>2% WIND/HAIL | | R/C | SPECIAL |
| $ 7,500 | CONTENTS - LOC #3 | $1,000<br>2% WIND/HAIL | | R/C | SPECIAL |
| $ 7,500 | CONTENTS - LOC #4 | $1,000<br>2% WIND/HAIL | | R/C | SPECIAL |
| $ 7,500 | CONTENTS - LOC #5 | $1,000<br>2% WIND/HAIL | | R/C | SPECIAL |
| | | | | | |

# UMBRELLA POLICY

Name Insured: V I D A
Company Name: American Hallmark Ins. Co
Policy Term: 07/01/2010 to 07/01/2011

| Limits | Coverage Description |
|---|---|
| $1,000,000 | Each Occurrence |
| $1,000,000 | General Aggregate Limit |
| $ 10,000 | Retained Limit |

**Underlying Insurance Information**

| | | |
|---|---|---|
| General Liability | $1,000,000 | Each Occurrence |
| | $2,000,000 | General Aggregate |
| | $1,000,000 | Products/Operations Aggregate |
| | $1,000,000 | Personal & Advertising Injury |
| | $ 100,000 | Damage to Rented Property |
| | $ 5,000 | Medical Expense |

Exhibit "C"

**VIDA**
1715 E. PIKE BLVD.
WESLACO, TX 78596
PH. (956) 973-8600

**INVOICE**

| DATE | INVOICE # |
|---|---|
| 1/31/09 | 001 |

**BILLED TO**
Mr. Valde Guerra
Executive Officer
Hidalgo County Department of
Budget and Management
2518 S. Bus. Hwy. 281
Edinburg, Texas 78539

| | | | TERMS |
|---|---|---|---|
| | | | Due Upon receipt |
| DESCRIPTION | Requisition | Description | TOTAL |
| 2009 Job Training Agreement: January 2009 Reimbursement Request | 001 | Grant Funding Year: January 1, 2009 thru December 31, 2009 | $20,833.33 |

Please Remit Payment to the address above.
For Questions Call: Belinda Garcia or Daniel Mena
At 956-973-8600. Thank You.

**TOTAL DUE: $20,833.33**

| | | |
|---|---|---|
| STATE OF TEXAS | {} | ECONOMIC DEVELOPMENT |
| | {} | |
| COUNTY OF HIDALGO | {} | PROGRAM AGREEMENT |

This Economic Development Program Agreement (the "Agreement") is entered into and between the COUNTY OF HIDALGO, TEXAS ("COUNTY"), a political subdivision of the State of Texas, and Valley Initiative for Development and Advancement ("VIDA"), a non-profit corporation of the State of Texas, (collectively the "Parties").

WITNESSETH

WHEREAS, the County of Hidalgo on August 8, 2007 entered into a non-financial Memorandum of Understanding between it and various educational institutions, governmental organizations and elected officials the purpose of which is to establish a cooperative working relationship and commitment among the various entities through the Coalition for Building Future Talent;

WHEREAS, the Hidalgo County Commissioners Court on the 13th day of November, 2008 passed a Resolution authorizing the County Judge to develop and administer economic development programs in accordance with the Texas Local Government Code §381.004;

WHEREAS, VIDA will assist economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

WHEREAS, COUNTY believes that VIDA's program promotes economic development and provides a public benefit because it promotes and provides skills development programs that seek to improve the quality of life for residents of Hidalgo County and promotes the retention and attraction of jobs requiring the skills promoted through VIDA's program; and

WHEREAS, COUNTY believes that the services to be provided by VIDA are in accord with the Memorandum of Understanding and Texas Local Government Code §381.004;

NOW, THEREFORE, under the authority of the Texas Local Government Code §262.024(a)(10), and Texas Local Government Code §381.004, the Parties agree as follows:

## ARTICLE I
## PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of a program that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Project"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by VIDA whose corporate offices are located at 1715 E. Pike Boulevard, Weslaco, Texas 78596.

## ARTICLE II
## TERM

2.01 The term of this Agreement is for twelve (12) months beginning March 25, 2011 and ending March 24, 2012.

## ARTICLE III SERVICES

3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. VIDA will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

1. Reside in Hidalgo County and have an active ease pending before the Child Abuse and Neglect Court; and

2. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 VIDA shall perform the Project in accordance with Exhibit "A" (project description, performance goals and objectives)

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

## ARTICLE IV
## WARRANTY OF COMPLETION

4.01 VIDA shall complete the Project in the event that allocated funds are not available or sufficient to cover total Project costs and warrant that VIDA has the means and resources to ensure completion of the Project in such an event.

## ARTICLE V
## CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to VIDA an amount not to exceed $250,000.00, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by VIDA to COUNTY for approval.

5.02 VIDA will submit to COUNTY'S EXECUTIVE OFFICER on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "C".

5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 VIDA shall submit to COUNTY Executive Officer such other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of VIDA's billing package, COUNTY shall pay to VIDA an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs questioned or not allowable. Delinquent or unacceptable billing of COUNTY by VIDA, however, shall excuse delay of payment by COUNTY.

5.06 Within ten (10) working days of COUNTY's written request, VIDA shall refund to COUNTY any sum of money paid by COUNTY to VIDA which COUNTY has determined:

a. Resulted in overpayment to VIDA;
b. Has not been spent by VIDA strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Executive Officer); and

b. A listing showing each person's social security number, full name, last known complete address and amount owing to each individual.

## ARTICLE VI
## PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within FIVE (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Executive Officer with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 VIDA's non-performance may result in termination or withholding of funds.

## ARTICLE VII
## REVIEW

7.01 The Hidalgo County Executive Officer shall be the primary contact regarding this Agreement.

7.02 In the event VIDA utilizes subcontractors in performing any obligation required by this Agreement, the Hidalgo County Executive Officer shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by VIDA.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

## ARTICLE VIII
## PROGRAM RECORDS & REQUIREMENTS

8.01 VIDA agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services under this Agreement.

8.02 VIDA shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Project.

8.03 COUNTY shall have no obligation to pay VIDA until a representative of COUNTY has reviewed VIDA's fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY EXECUTIVE OFFICER OR DESIGNEE may conduct, at minimum, two (2) monitoring visits to VIDA's project site to determine performance and compliance with the terms of this Agreement.

8.05 VIDA shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 VIDA shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 VIDA agrees that the expenditure of finds pursuant to this Agreement shall be audited as part of the annual audit performed on VIDA by an independent auditor hired and paid by VIDA. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include VIDA's expenditures and revenues for the same time period as VIDA's fiscal year.

## ARTICLE IX
## TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if VIDA materially fails to comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) day written notice. COUNTY agrees to pay VIDA for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, VIDA shall transfer to COUNTY all General funds, if any, along with any accounts receivable attributable to unexpended General funds within three (3) business days.

## ARTICLE X
## FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 VIDA further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of VIDA on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of VIDA.

c. No litigation or proceedings are presently pending or threatened against VIDA relating to the Agreement or Project.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which VIDA is doing business or with the provisions of any existing obligation or agreement of VIDA.

e. VIDA has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

## ARTICLE XI
## PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, VIDA shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement.

## ARTICLE XII
## INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of VIDA.

12.02 VIDA shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 VIDA shall maintain and provide proof of general liability insurance of not less than $1,000,000 naming COUNTY as additional insured.

12.04 VIDA shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

## ARTICLE XIII
## INDEMNIFICATION

13.01 Excluding willful acts or omissions on the part of COUNTY, its employees, agents, officers or contractors and insofar as it legally may, VIDA covenants and agrees to indemnify and save harmless COUNTY, its employees, agents, officers or contractors, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of notion of any and every kind and nature arising or growing out of or in any way connected with this Agreement, including COUNTY's own negligence. This obligation to indemnify shall include the retention of legal counsel and investigation costs and all other reasonable costs, expenses and liabilities arising from the initial notice that a claim or demand has been made, is to be made or may be made.

13.02 VIDA is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 VIDA shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands.

13.04 COUNTY is in no way a guarantor or warrantor of this Project and all claims, actions or causes of action arising from the Project are the responsibility of VIDA.

## ARTICLE XIV
## EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

14.01 VIDA shall comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

14.02 In the event of non-compliance by VIDA (or VIDA's subcontractors) with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, VIDA may be barred from further contracts with COUNTY.

## ARTICLE XV
## CONFLICT OF INTEREST

15.01 VIDA shall comply with all of the applicable conflict of interest provisions found in 24 CFR 570.611

## ARTICLE XVI
## POLITICAL ACTIVITY

16.01 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

## ARTICLE XVII
## SECTARIAN ACTWITY

17.01 None of the performance rendered hereunder shall involve, and no portion of funds received hereunder shall be used, either directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

## ARTICLE XVIII
## PUBLICITY

18.01 When appropriate, as determined by and upon written approval of COUNTY, VIDA shall publicize the activities conducted by VIDA pursuant to the terms of this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for VIDA, however, mention shall be made of Hidalgo County funding and COUNTY participation having made this Project possible.

## ARTICLE XIX
## PUBLICATIONS

19.01 All published materials and written reports submitted pursuant to this Agreement shall be originally developed unless otherwise specifically provided for herein. If material not originally developed is included in report, however, said material shall have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

## ARTICLE XX
## RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

20.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by VIDA, shall, upon receipt, become property of the COUNTY.

## ARTICLE XXI
## CHANGES AND AMENDMENTS

21.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and VIDA.

21.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

21.03 VIDA shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by VIDA to COUNTY at least thirty (30) calendar days in advance of the proposed change.

## ARTICLE XXII
## NOTIFICATION OF ACTION BROUGHT

22.01 In the event that any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "Claim") is made or brought against VIDA, VIDA shall give written notice thereof to COUNTY within five (5) working days after receiving notice of the Claim. VIDA's notice to COUNTY shall state the date and hour of notification to VIDA of the Claim, the names and addresses of those instituting or threatening to institute the Claim, the basis of the Claim and the names) of any other against whom the Claim is being made or threatened. Written notice pursuant to this Article shall be delivered by certified mail in accordance with this Agreement.

## ARTICLE XXIII
## ASSIGNMENTS

23.01 VIDA shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

## ARTICLE XXIV
## WAIVER OF PERFORMANCE

24.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

24.02 No act of omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

24.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

## ARTICLE XXV
## REVERSION OF ASSETS

25.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of VIDA at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

## ARTICLE XXVI
## ENTIRE AGREEMENT

26.01 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

## ARTICLE XXVII
## INTERPRETATION

27.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

## ARTICLE XXVIII
## NOTICES

28.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Valde Guerra, Executive Officer
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

VIDA:

Myra Caridad Garcia, Executive Director
Project VIDA
1715 E. Pike Boulevard
Weslaco, Texas 78596

## ARTICLE XXIV
## PARTIES BOUND

29.01 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

## ARTICLE XXX
## GENDER

30.01 Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE XXXII
TEXAS LAW TO APPLY

32.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXXIII
LEGAL CONSTRUCTION

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

ARTICLE XXXIV
AMENDMENT

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

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this ____ _____day of March, 2011.

COUNTY:

COUNTY OF HIDALGO

By:_____
Ramon Garcia
County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr.
County Clerk

VIDA:

PROJECT VIDA

By:_____
Myra Caridad Garcia
Executive Director

APPROVED AS TO LEGAL FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"
**Scope of Work**

Valley Initiative for Development and *Advancemen*t (VIDA) proposes to provide services to Hidalgo County that will further the following goals and objectives of the Building Future Talent Program for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(1) Strengthen skills development and career advancement;
(2) Develop higher skill and higher wage jobs; and,
(3) Address professional shortage areas (e.g., allied health).

VIDA will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the region.** Since its inception, VIDA's mission has been ...to *address employers' needs for a skilled workforce.* VIDA's program of work is directly tied to the demand occupation opportunities in the community.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, VIDA will augment the demand driven focus by implementing the *Building Future Talent Program* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Building the Future Talent Program VIDA* will augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. VIDA, as part of the Building Future Talent Program, will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

## The Demand

*The .Industry Cluster Analysis for the Lower Rio Grande Valley* study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

VIDA currently has open job orders from hospitals in Hidalgo County with immediate vacancies of over 150 Allied Health related positions with starting pay ranging from $12.75 to $29.50 per hour-rates that are higher than the $9.41 median hourly wage for the county. This reflects only a portion of the demand in this sector as the a multitude of private practice, clinics, home health care, and nursing homes vying for these trained individuals.

## Community Awareness (Student Outreach I Employer Development)

VIDA will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. VIDA will utilize its traditional community based participant recruitment methods but will also augment through PSA's on radio and television when possible. An organized and consistent effort will be developed to work with the high schools to inform the students about the VIDA opportunities in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. VIDA will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Program they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: (1) Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage; (2) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base; (3) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

Specifically, VIDA will provide the following services:

**Skills Development Programs in ALLIED HEALTH Programs of Study**

The program will provide for the following workforce training and development areas:

- Pre-Post Secondary Occupation and Training Programs (Pre-PSOT)
- Certificate Training Programs
- Customized Training Programs
- Support Services, including transportation, child care, and social services referral, emergency living expenses.
- Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

Pre Post Secondary Occupation and Training Programs (Pre-PSOT)

Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA, and other Allied Health Pre-Requisites.

Certificate Training Programs

One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. VIDA will sponsor one year training programs in Allied Health.

Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. VIDA will sponsor two year training programs in Allied Health.

Customized Training Programs

Customized Training Programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral

Critical to the success of VIDA programs is the commitment to provide adequate and effective support services. Program participation depends in large part to being able to reduce barriers to participation in the training programs. VIDA places a high premium on its ability to provide support services which include but are not limited to work transition courses, transportation, books, tools, childcare, and/or emergency financial assistance. The provision of support services for each participant varies on each one's particular needs during the course of the training program. Prior to program inclusion, VIDA conducts a thorough assessment of a prospective participant's situation which affects their ability to undertake a significant educational commitment. VIDA ensures with each participant that they are able and willing to make the sacrifices needed to complete their goals. VIDA maintains a "career plan" with each prospective participant. However, VIDA also believes in providing all the requisite support services that will facilitate program completion.

Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

At the heart of VIDA services and integral to overall program success, is VIDA's belief in managing risk through relationships. VIDA maintains a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

VIDA counselors take pride building a solid working relationship with the participant in order to mitigate attrition by allowing for a meaningful counselor/student relationship that is needed to solve the barriers and challenges that students face.

**Goals, Objectives & Performance Indicators Targets**

**and Outcomes**

Number of VIDA participants trained: 50 Number of

Completers: 80% (or more) Number receiving

counseling: 100% Number receiving career planning:

100% Number receiving support services: 100%

Number receiving job placement services: 80% (or more)

Exhibit "B"

| **VIDA**<br>**Sector Strategy Initiative for Work Force Development**<br>**HIDALGO COUNTY** | |
|---|---|
| **BUDGET ITEMS** | **March 25, 2011 to March 24, 2012**<br>**Projected Expenditures** |
| **DIRECT TRAINING PROGRAM MANAGEMENT SERVICES**<br><br>TRANSITION/ EMPLOYMENT TRAINING AND PLACEMENT SERVICES<br>• Community Outreach , Assessment, and Aptitude Testing<br>• Case Management<br>• Career Counseling<br>• Transition Services During Training (Counseling, mentoring and tutorial)<br>• College Preparation Workshops<br>• Orientation Classes<br>• Job Preparation Classes<br>• Job Placement Assistance<br>• Monitoring, Oversight, Reporting and Follow –up<br>• Computer Lab for Testing, Research, Resume editing<br>• Direct Program Management Staffing Costs (Counselors)<br>• Program Operating Expenses (Printing, Supplies, Telephone and Indirect Costs)<br><br>Direct Program Management Costs for the following services: GED-Region One: PSOT-STC in Allied Health. STC Workforce Academy and Pre-PSOT Training Programs.<br><br>**SUB-TOTAL** | **$ 55,000** |
| **JOB TRAINING AND SUPPORT SERVICES**<br><br>**50 Participants/ Students**<br>**New Applicants; Roll-Over/ Continuing Program/ Graduates**<br><br>**Training: Tuition, Fees, Books, Testing fees, Mandatory curriculum based equipment uniforms or tools.**<br>**TIER I – Pre-PSOT – SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE –Student Preparedness programs and Assistance Funds**<br>College Prep Programs: THEA ( Texas Higher Education Assessment), ACCUPLACER Life Skills, Study Skills, Skill Standards Prep Courses, GED (program specific entry exams)<br><br>**TIER II – POST SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE FUNDS**<br>STC, UT-Pan American, TSTC, UT-Brownsville certification and associates programs in the programs of study herein referenced.<br><br>**TIER III – Customized Training**<br><br>**Support Services: Child Care, Transportation, Emergency Living Expenses, Uniforms and/or Interview Attire and Other.**<br><br>**SUB-TOTAL** | **$117,000**<br><br>**$45,500**<br><br>**$162,500** |
| **VIDA Administrative Costs** | **$ 32,500** |
| **SUB-TOTAL** | **$25 0,000** |
| **TOTAL PROGRAM BUDGET** | **$ 250,000** |

Exhibit "D"

VIDA will operate the project to economically disadvantaged, underemployed, and underemployed individuals that meet VIDA eligibility criteria:

- Eighteen (18) years of age or older
- Legal Resident of the United States
- Permanent Residence in Hidalgo County

- AND meet one or more of the following criteria:

- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

In addition, individuals who fulfill one of three following priority areas will be assessed for eligibility:

- Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court
- Reside in Hidalgo County and have an active case assigned to the Drug Court

**AI-26139** **6.F.**

**claim for fuel reimbursement**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Angela Garcia, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

### CAPTION

Requesting approval to reimburse employee Tomas Salazar #000124 for the purchase of fuel for the 2008 Ford F-150 (County Vehicle) Vin# 1FTRX12W28FB16688, LP 33SWF7 in the amount of $52.01 from Stripes.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-415-14-115-001-0-626

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

**BUDGETARY IMPACT:**

Funds pending LIT (AI#26138 CC 4/12/11.)

## Attachments

Link: receipt

Link: purchase affidavit

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 10:50 AM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 09:56 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 04:53 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Angela Garcia — Started On: 04/06/2011 10:25 AM

Final Approval Date: 04/07/2011

Stripes # 9137
1218 E. Canton
Edinburg, TX

TP48570511-001 STRIPES 9137
1218 E CANTON RD
EDINBURG TX 78539

| Descr. | qty | amount |
|---|---|---|
| UNLD CA #09 | 14.863G | 52.01 |
| | @ 3.499/ G | |
| | Sub Total | 52.01 |
| | Tax | 0.00 |
| | TOTAL | 52.01 |
| | CASH $ | 100.00 |
| | Change $ | -47.99 |

THANKS, COME AGAIN
REG# 0002 CSH# 021 DR# 01 TRAN# 21618
03/31/11 12:35:14 ST# 9137

CC 4/12/11

**HIDALGO COUNTY AUDITOR'S OFFICE**
**HIDALGO COUNTY, TEXAS**

# PURCHASE AFFIDAVIT

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Tomas Salazar, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

| INVOICE NO. | DATE | AMOUNT | NAME OF COMPANY |
|---|---|---|---|
| 21618 | 3/31/11 | 52.01 | Stripes #9137 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | $52.01 | |

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

**SIGNATURE:** Tomas Salazar

**TITLE:** Courier II
**PERSON MAKING PURCHASE**

Before me Angela Garcia, a Notary Public, appeared Tomas Salazar and on **h** is oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H** e **/ S** ___ further stated **h** e **/ s** ___ requested payment of the same.

(SEAL) ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2012

Angela Garcia
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

**APPROVAL: DEPARTMENT HEAD**

**APPROVAL: COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

**AI-26154** **6.G.**

# Approval of Proclamation Recognizing April 2011 as National County Government Month

## CC REGULAR

**Date:** 04/12/2011
**Submitted By:** Karina Cardoza, EXECUTIVE OFFICE
**Department:** EXECUTIVE OFFICE
**Agenda Category:** Comm. Court Executive Office

## Information

### CAPTION

Approval of Proclamation Recognizing April 2011 as National County Government Month - "Serving Our Veterans, Armed Forces and Their Families."

### BACKGROUND

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Link: Proclamation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 03:36 PM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 09:46 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:24 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Karina Cardoza — Started On: 04/06/2011 02:52 PM

Final Approval Date: 04/07/2011

PROCLAMATION RECOGNIZING APRIL 2011 AS NATIONAL COUNTY GOVERNMENT MONTH
*"SERVING OUR VETERANS, ARMED FORCES AND THEIR FAMILIES"*

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

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

WHEREAS, Hidalgo County honors and thanks our residents who have served this country through military service; and

WHEREAS, county government delivers many important services to America's veterans, military service members and their families, including physical and mental health, housing, employment, and justice; and

WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States and has encouraged counties across the country to actively promote their own programs and services; and

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

NOW, THEREFORE, BE IT RESOLVED THAT Hidalgo County Commissioners' Court hereby proclaims April 2011 as National County Government Month "Serving our Veterans, Armed Forces, and Their Families," and encourages all residents to participate in county government celebration activities and to honor and salute our veterans, armed forces and their families.

Approved this 12th day of April, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

**AI-26168** **6.H.**

**travel reimbursement - Tony Pena**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Comm. Court Executive Office |

## Information

### CAPTION

Executive Office (1100):
Approval of travel reimbursement for Antonio A. Pena, Jr. in the amount of $ 575.45 for expenses incurred on 2/7/11-2/8/11 while attending Texas Public Works Association Short Course - Recognition Ceremony in Killeen, Texas with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor

### BACKGROUND

Pending transfer of funds - refer to AI 26164 (consent)

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-413-00-125-001-0-583

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

**BUDGETARY IMPACT:**

Funds pending AI-26164 CC 4/12/11.

## Attachments

Link: travel

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/07/2011 07:59 AM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 10:00 AM | NEW-R |

Form Started By: Monica Badillo Started On: 04/06/2011 04:04 PM

Final Approval Date: 04/07/2011

# HIDALGO COUNTY, TEXAS
## OUT - OF - COUNTY
## FINAL TRAVEL EXPENSE CLAIM

| | | | |
|---|---|---|---|
| EMPLOYEE NAME : | Antonio A Pena Jr | DEPARTMENT: | Executive -Environmental Compliance |
| TRAVEL TO CITY : | Killeen | STATE: | Texas |
| DEPARTURE DATE: | 2/7/2011 | RETURN DATE: | 2/8/2011 |
| TIME OF DEPARTURE: | 10:00 AM | TIME OF RETURN: | 11:59 PM |

PURPOSE OF TRIP : Attend Texas Public Works Association - Short Course - Recognition Ceremony - to accept award.

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

| DESCRIPTION OF TRIP | DATES OF TRAVEL FOR YEAR 2011 | | | | | | |
|---|---|---|---|---|---|---|---|
| | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | |
| | 2/7 | 2/8 | 2/9 | 2/10 | 2/11 | 2/12 | TOTALS |
| Airline / Bus / Train | | | | | | | $ - |
| Car Rental | | | | | | | - |
| Gasoline for Car Rental | | | | | | | - |
| Personal Car Mileage ODOMETER READINGS: | Beginning Mileage: | 38,167 | Ending Mileage: | 38,985 | TOTAL MILEAGE: 818 | (MILEAGE RATE) 0.51 | 417.18 |
| NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler. | | | | | | | |
| Hotel (Excluding Meals) | 89.27 | | | | | | 89.27 |
| Parking / Tolls | | | | | | | - |
| Taxi and Other Ground Transportation | | | | | | | - |
| Telephone | | | | | | | - |
| Registration Fees | - | | | | | | - |
| MEALS (based upon actual charges) | NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem. | | | | | | |
| Type of Travel (In State =1 /Out of State =2) | | | | | | | |
| With Receipts = 1 / Without Receipts = 2 | 2 | 2 | | | | | |
| Breakfast ($9 per diem) | - | 9.00 | | | | | 9.00 |
| Lunch ($12 per diem) | 12.00 | 12.00 | | | | | 24.00 |
| Dinner ($18 per diem) | 18.00 | 18.00 | | | | | 36.00 |
| Total Actual Meal Expense | 30.00 | 39.00 | - | - | - | - | 69.00 |
| Total Allowable Meal Expense per County Policy (County Employee) | | | | | | | - |
| Other (Please explain below): | | | | | | | - |
| Explanation Notes: | | | | | | | |

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

| Payee Name | Expense Type | Check No./ PO. No. | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | $ - |

| | |
|---|---|
| TOTAL FROM T-4 CONTINUATION FORM | - |
| TOTAL ALLOWABLE EXPENDITURES | $ 575.45 ~~506.45~~ |
| AMOUNTS ADVANCED TO EMPLOYEE ON : | |
| TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE | - |
| REMIT TO ME | $ 575.45 ~~506.45~~ |
| REMITTED TO COUNTY TREASURER ON | |
| TREASURER RECEIPT NO. | $ 0.00 |

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

Antonio A. Pena — 16 FEB 2011
EMPLOYEE SIGNATURE — DATE

APPROVED BY: _____ 4/7/11
DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: _____
DEPARTMENT HEAD

1-1100-413-00185-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/11)

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

cc - 4/12/11

LA QUINTA INNS & SUITES

LA QUINTA INN KILLEEN
1112 N. FORT HOOD STREET
KILLEEN, TX 76541
254-526-8331

**PENA JR, ANTONIO**
**2001 HARVEY**
**MCALLEN, TX 78501**
**Company: L**

**Folio#:** 052766019
**Room:** 204
**Arrival:** 02/07/11
**Departure:** 02/08/11
**Returns Club No :** W1698401
**Voucher/Ship/PO:**

| Trans # | Date | Description | Charges | Payments | Balance |
|---|---|---|---|---|---|
| 365211 | 2/7/2011 | Rm: 204 BAR - Best Available Rate | $79.00 | $0.00 | $79.00 |
| 365212 | 2/7/2011 | TAX - OCCUPANCY - CITY | $5.53 | $0.00 | $84.53 |
| 365213 | 2/7/2011 | TAX - OCCUPANCY - STATE | $4.74 | $0.00 | $89.27 |
| 365350 | 2/8/2011 | CC PMT - MASTER CARD | $0.00 | $89.27 | $0.00 |
| | | | | **Balance:** | **$0.00** |

**Method of Pay:** Credit Card: MC - ... 7617

**Signature:**

THANK YOU
WE APPRECIATE YOUR BUSINESS

2/2/11
Pilar
We need to acknowledge this at next city com. meeting
mh

TEXAS PUBLIC WORKS ASSOCIATION
P.O. Box 1834
Grapevine, TX 76099

817-410-4065 METRO
817-421-0126 FAX
www.tpwa.org

RECEIVED
FEB 1 2011
By

January 27, 2011

A.A. "Tony" Pena
Hidalgo Co. Emergency Management Coordinator
Hidalgo County Public Works Task Force
1615 S. Closner, Suite G
Edinburg, Texas 78539

Dear Mr. Pena:

On behalf of the Awards Selection Committee and the entire Texas Public Works Association (TPWA), I would like to congratulate you on winning the In-House Project of the Year (Disaster or Emergency Construction/Repair) Award from the TPWA for your leadership in the multi-agency, multi-discipline task force response to 2010 Hurricane Alex – Rio Grande River Flooding. Great Job!

Your award will be presented at the TWPA Annual Short Course that will be held in Killeen, Texas on February 6-8, 2011. The TPWA Field Service Award Luncheon will be held at 12:00 p.m. Tuesday, February 8 at the Killeen Civic and Conference Center. Complete information can be found on the web site at www.tpwa.org.

Please do not hesitate to contact me at 210-822-2232 if you have any questions.

Sincerely,

Joseph (Joe) H. duMenil, CFM, F.SAME
TPWA State Awards Co-Chair

cc: The Honorable Ramon Garcia, County Judge Hidalgo County
The Honorable Richard F. Cortez, City of McAllen, Mayor
Mr. Mike Perez, City of McAllen, City Manager
Mr. Carlos Sanchez, P.E., CFM, City of McAllen, Director of Public Works

**AI-26160** **6.I.**

# Approval of Resolution Honoring Community Service Agency
# CC REGULAR

**Date:** 04/12/2011
**Submitted By:** Karina Cardoza, EXECUTIVE OFFICE
**Department:** EXECUTIVE OFFICE
**Agenda Category:** Comm. Court Executive Office

## Information

### CAPTION

Approval of Resolution Honoring the Hidalgo County Community Service Agency for its Certificate of Recognition Awarded by the Texas Department of Housing and Community Affairs

### BACKGROUND

Resolution to be provided at CC by Karina Cardoza

## Fiscal Impact

## Attachments

Link: resolution

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 03:50 PM | APRV |
| 2 | Erika Zamora | Erika Zamora | 04/07/2011 10:05 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |

Form Started By: Karina Cardoza
Started On: 04/06/2011 03:20 PM

Final Approval Date: 04/07/2011

RESOLUTION HONORING THE COUNTY OF HIDALGO
COMMUNITY SERVICE AGENCY (CHCSA) FOR RECOGNITION CERTIFICATE BY
THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

WHEREAS, in 2009, the Texas Department of Housing and Community Affairs submitted the Texas Community Service Block Grant Recovery Act Plan to the U. S. Department of Health and Human Services to access $48.1 million in CSBG ARRA funds for Texas; and

WHEREAS, the CHCSA was awarded $2,757,585 under this plan to implement a program in partnership with the Texas Workforce Commission to provide employment and education related assistance to low income residents of Hidalgo County; and

WHEREAS, the CHCSA embarked on the task of expending the funds within the thirteen month contract period ending September 30, 2010; and

WHEREAS, the CHCSA was able to successfully achieve its full expenditure goal of $2,757,585, providing financial assistance to 2,539 low income Hidalgo County residents for eligible expenses such as tuition, educational fees, books, and supplies to attend a trade school, college, or university of their choice in; and

WHEREAS, the CHCSA was recognized by the TDHCA at a ceremony held in Austin, Texas on January 20, 2011, to honor the organizations that met this 100% expenditure milestone, and awarded the CHCSA a certificate of recognition and appreciation;

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors the County of Hidalgo Community Service Agency for this notable accomplishment and for its efforts to assist residents of Hidalgo County in attaining education, employment, and a better quality of life.

Approved this 12th day of April, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

**AI-26156** **7.A.**

# Constable Pct. 1 LEOSE - 2011 Appropriation of Funds (1220)

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **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 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2011 LEOSE (Peace Officer Allocation) funds award received from the Texas Comptroller of Public Accounts office.
2. Approval of 2011 appropriation of funds for the Constable Precinct 1 - LEOSE (1220) in the amount of $1,299.80 and 2010 LEOSE interest earned in the amount of $4.49 for a total amount of $1,304.29.

### BACKGROUND

See attached Budget Amendment and 2010 LEOSE Fund Balance Analysis dated 04/06/11 provided by the Auditor's Office.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1220-421-00-291-002-0-XXX

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

**BUDGETARY IMPACT:**

See attached appropriation.

Revenue Account: 1-1220-335-00-291-000-0-000 CONSTABLE PCT 1 -L.E.O.S.E. Revenue
County Receipt No: 144712
Revenue Amount: $1,299.80
2010 Interest Earned Amount: $4.49
Total Appropriation: $1,304.29

## Attachments

Link: appropriation

Link: backup

Link: cert. of revenues

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 04:36 PM | APRV |
| 2 | Ana Galvan | Anna Galvan | 04/06/2011 04:39 PM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/07/2011 08:40 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |

Form Started By: Blanca Sanchez Started On: 04/06/2011 03:14 PM

Final Approval Date: 04/07/2011

**DATE:** April 7, 2011

**2011**
**Appropriation**

**DEPARTMENT HEAD:** Raul Silguero, Jr., Budget Officer

**DEPARTMENT NAME:** DBM for Cons. Pct.# 1- Celestino Avila, Jr.

**ACCOUNT NUMBER:** 1-1220-421-00-291-002-0-XXX LEOSE

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| 1-1220-421-00-291-002-0-583 | CONSTABLE PCT 1- | TRAVEL OUT OF COUNTY | 1,299.80 |
| 1-1220-421-00-291-002-0-583 | CONSTABLE PCT 1- | TRAVEL OUT OF COUNTY | Interest Earned 4.49 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 1-1220-335-00-291-000-0-000 | CONSTABLE PCT 1- | LEOSE REVENUE | 1,299.80 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **1,304.29** |

**REASON:** TO APPROPRIATE THE CONSTABLE PCT 1 L.E.O.S.E FUNDS ALLOCATION FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,299.80 ; AND, INTEREST EARNED DURING 2010 IN THE AMOUNT OF $4.49, FOR A TOTAL OF $1,304.29.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

For Reference Only
DO NOT Post. RC

DATE: April 6, 2011

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: 1 0-1220-421-00-291-002-0

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11, 1666a, and 1666b.

Honorable Commissioner' Court of Hidalgo County:

I would like request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, and 1666b:

| INCREASE OBJECT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| 1 0-1220-421-00-291-002-0-583 | L.E.O.S.E. Travel Out of County | Interest earned 2010 4.49 |
| 1 0-1220-421-00-291-002-0-583 | L.E.O.S.E. Travel Out of County | 1299.80 |
| | | |
| 1-1220335-00-291-0020-000 | LEOSE Revenue | 1,299.80 |
| | | |
| | TOTAL BUDGET INCREASE REQUEST | $1304.29 |

REASON: To appropriate LEOSE Interest earned in 2010 & 2011 LEOSE Allocation.

*Blanca I. Sanchez, Chief Deputy*
DEPARTMENT HEAD SIGNATURE/DESIGNEE

APPROVED COMMISSIONERS' COURT  ___/___/___ DATE  ATTEST COUNTY CLERK

*COUNTY AUDITOR'S FORM: SFA-CA-016*

From: Angelica Tapia
To: blanca.sanchez@co.hidalgo.tx.us
Date: Wednesday, April 06, 2011 3:48:33 PM
Subject: 2010 LEOSE INTEREST

Blanca,

The 2010 LEOSE Interest for Constable Pct 1 is $4.49.

Angélica

**2010 LEOSE FUND BALANCE ANALYSIS**

| | 2009 Ending F/B | 2010 Actual Revenues | 2010 Actual Expenditures | 2010 Ending F/B | 2010 Interest Dist. | 2010 Ending F/B |
|---|---|---|---|---|---|---|
| Interest earnings | | 69.96 | - | 69.96 | | |
| DA LEOSE | 8,921.44 | 1,797.79 | (2,694.05) | 8,025.18 | 23.16 | 8,048.33 |
| Sheriff LEOSE | 10,045.51 | 41,421.37 | (46,334.05) | 5,132.83 | 14.81 | 5,147.66 |
| Constable Pct. 1 LEOSE | 374.68 | 1,182.77 | - | 1,557.45 | 4.49 | 1,561.94 |
| Constable Pct. 2 LEOSE | 6,304.05 | 1,045.86 | (1,061.73) | 6,288.18 | 18.15 | 6,306.33 |
| Constable Pct. 3 LEOSE | 219.30 | 1,729.53 | (1,271.00) | 677.83 | 1.96 | 679.78 |
| Constable Pct. 4 LEOSE | 132.06 | - | - | 132.06 | 0.38 | 132.44 |
| Constable Pct. 5 LEOSE | 128.23 | 2,855.87 | (553.38) | 2,430.72 | 7.01 | 2,437.73 |
| | 26,125.27 | 50,103.15 | (51,914.21) | 24,314.21 | 69.96 | 24,314.21 |

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13528 • AUSTIN, TX 78711-3528

February 25, 2011

HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO TX 78596-3704

Vendor number: 17460007176-025

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,299.80.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

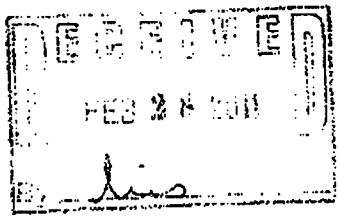
The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2012, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2012 Allocation Basis form to us no later than April 29, 2011. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures



| INVOICE NO. | INV. DATE | INVOICE DESCRIPTION | DOC. NO. | INVOICE AMOUNT |
|---|---|---|---|---|
| CE OFF ALL | | PEACE OFFICER ALLOC | 9P110538 | $1,299.80 |

ING AGENCY: COMPTROLLER - STATE FISCAL
ING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
MENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WW.WINDOW.STATE.TX.US/FM/PAYMENT/
IRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
LEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

EE NO: 17460007176 025 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 1
RANT NO: 124149304 ISSUE DATE: 02/24/2011 WARRANT TOTAL: $1,299.80

). 124149304 — NOT NEGOTIABLE — Detach here before depositing —→

# Texas Comptroller of Public Accounts

124149304 FEBRUARY 25, 2011

TREASURY WARRANT NO.
124149304

022411 0116 902 9P110538 17460007176 025
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND 80/100 $1,299.80

TO
HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO, TX 78596-3704

VOID AFTER
08/31/2013

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈124149304⑈

HIDALGO COUNTY, TEXAS
CONSTABLE, PRECINCT 1
WEEKLY REVENUE REMITTANCE
FOR THE WEEK ENDING 3-3-11

2011 LEOSE Allocation

To: Hidalgo County Treasurer
From: Constable Pct 1

The following remittance represents collections for:

I. General Fund - Constable Fees
A. Total Cash Collected $ -0-
B. Total Checks Collected $ -0-

| | | | |
|---|---|---|---|
| Check Number | | Check Amount | $ |
| Check Number | | Check Amount | $ |
| Check Number | | Check Amount | $ |
| Check Number | | Check Amount | $ |
| MO Number | | Amount | $ |
| MO Number | | Amount | $ |
| MO Number | | Amount | $ |
| MO Number | | Amount | $ |
| cash Number | | Amount | $ |
| cash Number | | Amount | $ |

C. Constable Receipt Sequence

D. Total to credit account number

| | | | |
|---|---|---|---|
| Precinct 1 | 0 -1100-342-10-291-000-0-000 | | $ -0- |
| Precinct 2 | -1100-342-10-292-000-0-000 | | $ |
| Precinct 3 | -1100-342-10-293-000-0-000 | | $ |
| Precinct 4 | -1100-342-10-294-000-0-000 | | $ |
| Precinct 5 | -1100-342-10-295-000-0-000 | | $ |

E. Other
1. Description of Payment
2. Total to credit account number -1100-227-30-000-023-0-000 $ -0-

II. Law Enforcement Officer Standards and Education Funds
Credit Account Number

| | | | |
|---|---|---|---|
| Precinct 1 | 1 -1220-421-00-291-002-0-581 | | $ 1299.80 |
| Precinct 2 | -1220-421-00-292-002-0-581 | | $ |
| Precinct 3 | -1220-421-00-293-002-0-581 | | $ |
| Precinct 4 | -1220-421-00-294-002-0-581 | | $ |
| Precinct 5 | -1220-421-00-295-002-0-581 | | $ |

Grand Total Remitted to the County Treasurer $ 1299.80

APPROVED BY: Constable Signature — Date 3-3-11
PREPARED BY: Assistant's Signature — Treasurer Receipt No.

*NOTE: Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with Local Government Code 113.022.

COUNTY AUDITOR'S FORM: ARS-C-001
REVISED: 7/02

# OFFICIAL HIDALGO COUNTY RECEIPT
# OFFICE OF THE COUNTY TREASURER
# NORMA G. GARCIA

**Receipt No: 144712**

ceived From: PCT 1 CONSTABLE ST.COMP L.E.O.S.E Date 03/03/11

| | | | |
|---|---|---|---|
| 124149304 | PCT.1 LEOSE ANNUAL ALLOCATION | 1-1220 335-00-291-000-0-000 | 1,299.80 |

**Total: 1,299.80**

| | |
|---|---|
| Check Total | 1,299.80 |
| Cash Total | .00 |
| Credit Total | .00 |
| Other Total | .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*

April 8, 2011

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 Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for the Constable Precinct 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $1,299.80 | Constable Precinct 1 |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/8/11
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.

**AI-26116** **8.A.**

**Rio Grande Regional Water Planning Group**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Erika Reyna, COUNTY JUDGE |
| **Department:** | COUNTY JUDGE |
| **Agenda Category:** | County Judge's Office |

## Information

### CAPTION

Discussion, consideration, and possible action regarding nominations to the Rio Grande Regional Water Planning Group.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Request for Nominations

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 03:24 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/06/2011 04:10 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |

Form Started By: Erika Reyna — Started On: 04/05/2011 01:42 PM

Final Approval Date: 04/07/2011

RECEIVED
FEB 17 2011
COUNTY JUDGE

# RIO GRANDE
## REGIONAL WATER PLANNING GROUP

*Glenn Jarvis
Attorney, McAllen, *Chairman*

*James Darling, Attorney
City of McAllen, *Vice-Chairman*

*Mary Lou Campbell
Sierra Club, Mercedes, *Secretary*

*Robert E. Fulbright
Hebbronville

*Tomas Rodriguez
City of Laredo

John Bruciak
Brownsville PUB

Sonia Najera
The Nature Conservancy

Ella de la Rosa
Magic Valley Electric Cooperative

Sonny Hinojosa
HCID No. 2, San Juan

Sonia Lambert
CCID No. 2, San Benito

Donald K. McGhee
Hydro Systems, Inc., Harlingen

Ray Prewett
TCM, Mission

Gary Whittington
Unifirst Linen Service, Harlingen

Carlos Garza, P.E.
AEC Engineering, LLC.

*Dennis Goldsberry*
North Alamo Water Supply Corp.

Jorge Barrera
Eagle Pass Water Works

*Executive Committee

**TO:** Mayors, County Judges, Water Districts, Regional Water Planning Groups, and Interested Entities

**FROM:** Kenneth N. Jones, Jr.
LRGVDC Executive Director

**DATE:** February 16, 2011

**SUBJ:** **Rio Grande Regional Water Planning Group – Solicitation of Nominations**

---

The Rio Grande Regional Water Planning Group (RGRWPG) is seeking nominations to fill vacancies on the voting membership. Nominations will be accepted for two (2) vacancies in the County Category, (1) vacancy in the Small Business Category, and (1) vacancy in the Environmental Category.

**Deadlines for receipt of Nominations: 5:00 P.M. *on Tuesday*, April, 05, 2011.**

Nominations must be submitted in written form to the RGRWPG Executive Committee, c/o Kenneth N. Jones, Jr., Executive Director of the Lower Rio Grande Valley Development Council (LRGVDC), 311 North 15th Street, McAllen, Texas 78501-4705.

Details regarding eligibility criteria for the interest categories identified, the conditions of membership, and other questions regarding objectives of the RGRWPG may be obtained by contacting the LRGVDC at the above address or by calling 956-682-3481.

*Stewards of water resources from Amistad to the Gulf*

**AI-26060** **9.A.**

**Local Border Security Program Grant**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Emilia Uriegas, SHERIFF DEPT. |
| **Submitted For:** | Anacleto Martinez |
| **Department:** | SHERIFF DEPT. |
| **Agenda Category:** | Sheriff's Office |

## Information

### CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for additional funds for the Local Border Security Program (CJD) Grant.
2. Approval of appropriation of additional funds of $25,000.00 for the Local Border Security Program (LBSP) Grant.

### BACKGROUND

Additional funding of $25,000.00 was accepted by Commissioners' Court on 06/08/10 (AI#21455).

An extension to change termination date to 06/30/11 for Grant #2332101 was accepted by Commissioners' Court on 03/21/11 (AI#25846).

Funds will be used to purchase fingerprint recognition equipment for identifying individuals. Costs also include implementation and training expenses.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 1-1284-421-00-280-057-1-XXX

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

### BUDGETARY IMPACT:

No local cash match is required.
Appropriation of additional funds of $25,000.00 for the Local Border Security Program (LBSP) Grant.

## Attachments

Link: LBSP.approp.

Link: cert. of revenues

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Pat Medina | Pat Medina | 04/04/2011 09:04 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/04/2011 04:04 PM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 04/07/2011 04:05 PM | APRV |

| | | | | |
|---|---|---|---|---|
| 4 | Auditor's Office | Monica Badillo | 04/07/2011 05:34 PM | APRV |

Form Started By: Emilia Uriegas Started On: 03/31/2011 08:52 AM

Final Approval Date: 04/07/2011

**DATE:** March 31, 2011

**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino

**DEPARTMENT NAME:** LBSP

**ACCOUNT NUMBER:** 1-1284-421-00-280-057-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 1-1284-421-00-280-057-1-336 | Computer Services | 3,213.00 |
| 1-1284-421-00-280-057-1-745 | Computer Equipment | 21,787.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL APPROPRIATIONS | 25,000.00 |
| 1-1284-331-12-280-057-1-000 | Criminal Justice Division (CJD), Office of the Governor | 25,000.00 |
| | TOTAL REVENUES | 25,000.00 |

**REASON:** **To appropriate additional funds for the Local Border Security Program Grant awarded by the Office of the Governor, Criminal Justice Division (CJD).**

**Grant Number: 2332101** **Grant Period: 04/01/10 to 06/30/11**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

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

April 7, 2011

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 Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor – Criminal Justice Division (CJD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $25,000.00 | Award No. 2332101 Local Border Security Program |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/7/11
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.

**AI-26170** **9.B.**

**BJA FY11 Smart Policing Initiative**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Emilia Uriegas, SHERIFF DEPT. |
| **Submitted For:** | Anacleto Martinez |
| **Department:** | SHERIFF DEPT. |
| **Agenda Category:** | Sheriff's Office |

## Information

### CAPTION

Authorization and Approval to apply for the BJA FY11 Smart Policing Initiative Grant with the Bureau of Justice Assistance

### BACKGROUND

The program is funded under the Edward Byrne Memorial Competitive Grant Program and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Award ceiling of $500,000.00.

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

No local cash match is required. Application only at this time.

## Attachments

Link: BJA FY11. Smart.Policing

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Anacleto Martinez | Anacleto Martinez | 04/07/2011 09:04 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 05:14 PM | APRV |
| 3 | Roland Garcia | Rolando Garcia | 04/07/2011 05:23 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Emilia Uriegas — Started On: 04/06/2011 04:15 PM

Final Approval Date: 04/07/2011

FOR APPLICANTS
Applicant Login
Find Grant Opportunities
Basic Search
Browse by Category
Browse by Agency
Advanced Search
Email Subscription
Get Registered
Apply for Grants
Track My Application
Applicant Resources
Search FAQs, User Guides and Site Information
APPLICANT SYSTEM-TO-SYSTEM
FOR GRANTORS
ABOUT GRANTS.GOV
HELP
CONTACT US
SITE MAP

# BJA FY 11 Smart Policing Initiative

Synopsis | Full Announcement | Application

The synopsis for this grant opportunity is detailed below, following this paragraph. This synopsis contains all of the updates to this document that have been posted as of **02/23/2011** . If updates have been made to the opportunity synopsis, update information is provided below the synopsis.

If you would like to receive notifications of changes to the grant opportunity click send me change notification emails . The only thing you need to provide for this service is your email address. No other information is requested.

*Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document.*

| | |
|---|---|
| Document Type: | Grants Notice |
| Funding Opportunity Number: | BJA-2011-2942 |
| Opportunity Category: | Discretionary |
| Posted Date: | Feb 23, 2011 |
| Creation Date: | Feb 23, 2011 |
| Original Closing Date for Applications: | Apr 21, 2011 |
| Current Closing Date for Applications: | Apr 21, 2011 |
| Archive Date: | May 21, 2011 |
| Funding Instrument Type: | Grant |
| Category of Funding Activity: | Law, Justice and Legal Services |
| Category Explanation: | |
| Expected Number of Awards: | 30 |
| Estimated Total Program Funding: | |
| Award Ceiling: | $500,000 |
| Award Floor: | $0 |
| CFDA Number(s): | 16.738 -- Edward Byrne Memorial Justice Assistance Grant Program |
| Cost Sharing or Matching Requirement: | No |

## Eligible Applicants

Others (see text field entitled "Additional Information on Eligibility" for clarification)

## Additional Information on Eligibility:

Applicants are limited to state, local, and tribal law enforcement agencies.

## Agency Name

Bureau of Justice Assistance

## Description

This FY 2011 grant announcement seeks to build upon data-driven, evidence-based policing by encouraging state, local, and tribal law enforcement agencies to develop effective, economical, and innovative responses to precipitous or extraordinary increases in crime, or in a type or types of crime within their jurisdictions. This program is funded under both the Edward Byrne Memorial Competitive Grant Program (Byrne Competitive Program) and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Byrne Competitive Program helps local communities improve the capacity of state and local criminal justice systems and provides for national support efforts including training and technical assistance programs strategically targeted to address local needs. The JAG Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions, and

JAG funds support all components of the criminal justice system. The JAG Program authorization also provides that "the Attorney General may reserve not more than 5 percent, to be granted to 1 or more States or units of local government, for 1 or more of the purposes specified in section 3751 of this title, pursuant to his determination that the same is necessary—(1) to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime" (42 U.S.C. 3756). Under JAG, there is also a 3 percent set aside for training and technical assistance programs.

## Link to Full Announcement

Full Announcement

## If you have difficulty accessing the full announcement electronically, please contact:

For technical assistance with submitting the application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or via e-mail to support@grants.gov. Technical Assistance

## Synopsis Modification History

There are currently no modifications for this opportunity.

**AI-26118** **10.B.**

**MOU for the University of Texas Health Science Center at San Antonio**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **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

Requesting approval to accept the Memorandum of Understanding between Hidalgo County Health & Human Services and the University of Texas Health Science Center at San Antonio for the CDC sponsored Tuberculosis Trials Consortium research studies.

### BACKGROUND

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

County will receive no reimbursement from UTHSCSA for any services provided. UTHSCSA will receive no reimbursement from County for any services provided.

Term--> April 01, 2011 thru March 31, 2012.

## Attachments

Link: UTHSCSA

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 03:25 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/07/2011 01:51 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Josie Escalante — Started On: 04/05/2011 02:03 PM

Final Approval Date: 04/07/2011

**STATE OF TEXAS** §
§
**COUNT OF HIDALGO** §

**MEMORANDUM OF AGREEMENT BETWEEN HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO**

This Memorandum of Agreement is made on this 28th day of March 2011 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th, Edinburg, TX 78539, and THE **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, a component institution of The University of Texas System,** by and through the Department of Medicine/Division of Infectious Diseases herein referred to as "UTHSCSA", located at 7703 Floyd Curl Drive, Mail Code 7828, San Antonio, Texas 78229-3900.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

## I. PROVISIONS OF SERVICES

The COUNTY coordinates directly for health services to patients with reportable communicable diseases from Hidalgo County, and therefore has information of the characteristics of the patient and access to data on the strain(s) of infectious agents that has infected them. The faculty at UTHSCSA has developed a comprehensive research program in tuberculosis, latent tuberculosis infection and other infectious diseases.

Through this Agreement the parties shall develop by a cooperative agreement the following:

1. **Evaluation of standard and new tests to detect early infection.** The aim of this collaboration is to evaluate treatment regimens for tuberculosis (TB) and latent tuberculosis infection (LTBI) and laboratory assays that can help predict if an individual is in the early stages of active disease or how effective the treatment has been. The results will benefit the Mexican-American community that is vulnerable to contracting infectious diseases by:

    A. Developing and implementing new treatments for TB and LTBI that are effective, safe and tolerable;
    B. Providing diagnostic tools that can detect early infection, before the infection is spread to other individuals in the community; and
    C. Providing an additional tool to complement the current standard methods of detection for infectious diseases.

**Studies on the nature of the association between reportable communicable diseases environmental, behavioral and health factors.** These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the UTHSCSA Principal

Investigator will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study implementation. An **APPENDIX OF CURRENT TBTC STUDIES** is attached to this Memorandum of Agreement. The COUNTY, through the Health Administrator, may refuse to participate in a particular new study upon written notice to UTHSCSA.

The participation of COUNTY in this initiative shall consist of the following:

1. Provide UTHSCSA researchers with information on the patients thought to be infected with a reportable communicable disease, as well as individuals at high risk of contracting the infection. The Texas Department of State Health Services physician, Richard Wing, MD, will inform the patient about the study, and request his/her authorization to have the UTHSCSA researchers provide further details. Thereafter, UTHSCSA researchers will explain the study to the patient and invite him/her to participate. If the patient voluntarily decides to do so, he/she will sign the informed consent document and HIPPA authorization form approved by Department of State Health Services (DSHS) Committee for the Protection of Human Subjects.
2. Facilitate treatment provisions by UTHSCSA researchers to enrolled patients.
3. Provide UTHSCSA researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.
4. Specimen collection will be taken from the Consenting Patient based upon the nature of the disease. At a scheduled time and place agreed to between the Consenting Patient and the UTHSCSA researcher.
5. This collaborative work requires the mutual sharing of certain information made confidential by the statute at Texas Health and Safety Code §81.046, specifically, reports, records, and information relating to cases or suspected cases of diseases. This information is disclosed to Hidalgo County Health Department only to assist UTHSCSA researchers; in compliance with statutory duties under Chapter 81 of the Health and Safety Code. These are the control of communicable disease (§81.081), investigation of the causes of communicable disease and methods of prevention (§81.061), and to prevent the introduction of communicable disease into this state (§81.021).

   Hidalgo County Health Department requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement. Therefore, Hidalgo County Health Department and UTHSCSA; agree that:

   1. The confidential information shall be disclosed only for the purpose for which it was received.
   2. The information shall be labeled as confidential.
   3. The confidential information shall be kept securely.
   4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.
   5. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.

   None of these studies will result in extra cost for the COUNTY. None of the studies will put the Consenting Patient at any unnecessary risk. Potential risks to the patient associated with the research study are described in detail in the study Informed Consent Document and will be explained to the patient prior to asking him/her to agree to participation in the study.

## II. TERM OR AGREEMENT

The term of this Agreement will begin on the April 01, 2011 and end on March 31, 2012.

## III. COMPENSATION

COUNTY will receive no reimbursement from UTHSCSA for any services provided. UTHSCSA will receive no reimbursement from COUNTY for any services provided.

## IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO UTHSCSA:
Department of Medicine/Division of Infectious Diseases
Attn: Marc Weiner, MD
7703 Floyd Curl Drive, Mail Code 7881
San Antonio, Texas 78229-3900

TO COUNTY:
Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th
Edinburg, TX 78539

With a copy to:

Chris G. Green, CPA
UTHSCSA
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828
San Antonio, Texas 78229-3900

## V. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

## VI. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

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

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO**

Chris G. Green, CPA
Director, Sponsored Programs

Marc Weiner, MD
TB Study Principal Investigator

**HIDALGO COUNTY TEXAS**

Ramon Garcia, Hidalgo County Judge

**ATTEST:**

Arturo Guajardo, JR. Hidalgo County Clerk

**APPROVED AS TO FORM:**

By: Josephine Ramirez on April 1, 2011

Hidalgo County Assistant District Attorney
County Affairs

## APPENDIX OF CURRENT TBTC STUDIES:

**1. STUDY 26** – *"The Effectiveness and Tolerability of Weekly Isoniazid and Rifapentine for Three Months vs. Daily Isoniazid for Nine Months for the Treatment of Latent Tuberculosis Infection".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 1/1/2003
Enrollment of new subjects was closed on 12/17/2010.
Currently enrolled subjects remain in study therapy phase and follow-up phase.

This study is the largest TBTC study conducted to date with enrollment of approximately 8,600 subjects, including adults and children 2 years of age and older. Young children are the highest priority in the contact investigation following diagnosis of pulmonary TB in an adult as they have an increased risk of progressing to severe forms of TB, such as meningitis or miliary disease, following exposure.

The standard treatment regimen for latent TB infection is a 9 month course of isoniazid at 300 mg taken daily by self-administration (total of 270 doses). The experimental treatment regimen was a 3 month course of rifapentine at 15 mg/kg/dose plus isoniazid at 15 mg/kg/dose taken by direct observed therapy once weekly (total of 12 doses). Over 4000 adults and children with latent TB infection received the rifapentine arm in TBTC Study 26, with a lower rate of discontinuation and lower rate of hepatotoxicity than in the standard regimen.

It is estimated that approximately one-third of the world's population (2 billion people), are infected with *Mycobacterium tuberculosis*, 7-8 million new cases of active tuberculosis (TB) occur each year, and that approximately 1.5 million people die of TB each year, making it the second most common infectious cause of death in the world. Most cases of active TB result from activation of *M. tuberculosis* infection among latently infected persons. While INH preventive therapy (nine months of daily INH) is highly efficacious and inexpensive, its use is limited by poor adherence with the long duration of therapy. Due to this key limitation, the development of alternative, shorter regimens has become a priority.

**2. STUDY 29** – *"Evaluation of a Rifapentine-Containing Regimen for Intensive Phase Treatment of Pulmonary Tuberculosis".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 12/8/2008
Enrollment of patients in the MAIN study was closed on 11/9/2010.
Currently enrolled patients remain in study follow-up.

The MAIN Study 29 protocol compared the standard treatment regimen of rifampin at 10 mg/kg/dose to an experimental treatment regimen of rifapentine at 10 mg/kg/dose and each treatment arm included isoniazid, ethambutol, and pyrazinamide. Study medications were taken 5 of 7 days per week during the first 2 months of treatment in adults with AFB smear positive,

suspected pulmonary *M. tuberculosis*. All study medications are provided by the CDC and are U.S. Food and Drug Administration (FDA) approved. Study 29 was reviewed by the DSMB for safety six times and the study was allowed to proceed.

An amendment of the MAIN Study 29 protocol, Study 29X, will evaluate higher doses of rifapentine and is scheduled to begin enrollment in June 2011. The four study arms will include a standard control treatment regimen with rifampin at 10 mg/kg/dose and three investigational treatment regimens with rifapentine at 10 mg/kg/dose, 15 mg/kg/dose, or 20 mg/kg/dose. Each treatment regimen will also include isoniazid, pyrazinamide, and ethambutol. All treatment regimens will be taken once daily, 7 of 7 days per week, during the first 2 months of treatment in adults with AFB smear positive, suspected pulmonary *M. tuberculosis*. The scientific rationale for selection of regimens and rifapentine dosing is to find the highest rifapentine dose that has an acceptable safety and tolerability profile in human subjects. Preclinical work with the mouse model of TB has shown a clear dose-response relationship between rifapentine dose and anti-tuberculosis activity at doses higher than 10 mg/kg/dose. The overall study goal, design, population, and eligibility criteria are unchanged from the MAIN Study 29 protocol.

New TB treatment regimens are needed to shorten and/or simplify treatment of drug susceptible tuberculosis. Current 6-month duration TB treatment regimens are associated with unacceptably high rates of treatment default under program conditions, contributing to individual morbidity and mortality, disease transmission, and drug resistance. Highly potent regimens of shorter duration may facilitate treatment completion and direct observation of treatment, thereby improving individual and public health.

**3. NAA STUDY** – *"A Pilot Study to Evaluate Nucleic Acid Amplification Tests to Predict Relapse of Tuberculosis and to Monitor the Effectiveness of Treatment".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 1/2001
Co-enrollment of patients in TBTC treatment studies is currently on hold but may resume in the future.

The NAA Study is a blinded, retrospective evaluation of specimens and clinical, radiographic and microbiologic data obtained from patients with suspected or culture-confirmed pulmonary TB who are co-enrolled and have started on treatment for tuberculosis in a TBTC treatment study.

There are currently no surrogate markers which accurately predict which patients are more likely to relapse following curative treatment. The medical and economic benefits would be significant if accurate prediction of relapse of TB were possible. Identification of prognostic criteria to stratify relapse risk would also be invaluable to the design of future therapy trials. A surrogate marker of treatment success might also permit more rapid and efficient conduct of therapy trials, shortening significantly the total duration of these long and costly studies.

**4. ePAT –** *"Expression in Pneumonia and Tuberculosis (ePAT): A Longitudinal Study of Host gene Expression During Treatment of Latent and Active Tuberculosis".*

Sponsored by: Colorado Clinical and Translational Sciences Institute - funding from the Clinical and Translational Science Award (CTSA) initiative of the National Institutes of Health (NIH).
Initiated: 3/25/2011
Enrollment is pending.

The e-PAT study focuses on identifying "expression profiles" or markers from whole blood and extraction of peripheral blood mononuclear cells (PBMC) for diagnosis of TB and LTBI and risk of progression of LTBI to disease.

The inadequacy of currently-available diagnostic tests is a critical barrier to controlling TB, which remains an ongoing, world-wide public health crisis. Analysis of gene expression may identify profiles or "molecular signatures" that mark disease state or risk. Discovery of TB and LTBI-specific expression profiles and characterization of how these expression profiles change during the course of treatment would have important implications for understanding TB epidemiology and pathogenesis.

**AI-26090** **10.C.**

**TB Control FY 11 Budget Revision Request**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **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

Requesting authorization to submit the Texas Department of State Health Services Contractor's Request for Revision. The purpose of this change request is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. This CRR is related to Hidalgo County's TB Prevention & Control grant contract #2011-035282-001.

### BACKGROUND

The original FY 11 TB Prevention & Control grant contract #2011-035282-001 was approved by Commissioner's Court on 08/10/10 through AI-22308.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1293-441-00-340-008-1-xxx

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

### BUDGETARY IMPACT:

Overall budget amount remains the same. Only requesting change between budget categories.

## Attachments

Link: CRR

Link: Budget Revision

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:07 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/07/2011 11:28 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Mike Escaname Started On: 04/04/2011 11:06 AM

Final Approval Date: 04/07/2011

DSHS Contract Manager USE ONLY
Source Request No.

# DEPARTMENT OF STATE HEALTH SERVICES
## Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and Hidalgo County Health & Human Services Department (Contractor) agree to certain terms of Contract No. 2011-035282 (Contract), Program Attachment No. 001 (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

**********

1. Revision Request - Section of Program Attachment to be revised: DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract: Submitting the CRR and Contract Budget / Revised Budget form along with the equipment list for consideration and authorization of a Budget Revision to the Tuberculosis Prevention and Control grant contact. Requesting to move anticipated available monies from the Personnel, Fringes & Contractual categories into the Equipment, Supplies & Other categories in order to maximize the use of these funds.

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): The purpose of this CRR is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. Also moving available monies between Budget Categories will provide a more accurate representation of the Tuberculosis Prevention and Control grant costs. The available monies in the Personnel & Fringes categories are a result of a RN position that was vacant for the first six months of the grant period and a lower than anticipated fringe benefit rate. Also, anticipated Contractual Services did not materialize.

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES

_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit
1100 West 49th Street
Austin, Texas 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Hidalgo County
Contractor

_____
Signature

_____
Date

Ramon Garcia, Hidalgo County Judge
Printed Name and Title

1615 S. Closner Suite J
Address

Edinburg, Texas 78539
City, State, Zip

(956) 318-2600
Telephone Number

ramon.garcia@co.hidalgo.tx.us
E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Contract Manager in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

**DEPARTMENT OF STATE HEALTH SERVICES**

**DSHS PROGRAM:** TUBERCULOSIS PREVENTION AND CONTROL
**CONTRACTOR:** HIDALGO COUNTY
**CONTRACT TERM:** 09/01/2010 **THRU** 08/31/2011
**DSHS DOCUMENT NO.:** 2011-035282-001

## CONTRACT BUDGET/REVISED BUDGET

| FINANCIAL ASSISTANCE | | | |
|---|---|---|---|
| **Object Class Categories** | **Current Approved Budget** | **Change Requested** | **New or Revised Budget** |
| a. Personnel | $278,844.00 | - $48,000.00 | $230,844.00 |
| b. Fringe Benefits ( %) | $ 75,509.00 | -$13,000.00 | $ 62,509.00 |
| c. Travel | $ 2,850.00 | $ .00 | $ 2,850.00 |
| d. Equipment (attach list) | $ .00 | +$73,000.00 | $ 73,000.00 |
| e. Supplies | $ 9,436.00 | +$ 8,000.00 | $ 17,436.00 |
| f. Contractual | $ 29,400 00 | -$ 25,000.00 | $ 4,400.00 |
| g. Other | $ 10,000.00 | +$ 5,000.00 | $ 15,000.00 |
| h. **TOTAL DIRECT** | $406,039.00 | $ .00 | $406,039.00 |
| i. Indirect Cost | $ .00 | $ .00 | $ .00 |
| j. **TOTAL** | $406,039.00 | $ .00 | $406,039.00 |
| k. **DSHS Share** | $406,039.00 | $ .00 | $406,039.00 |
| l. **Contracor Share** | $ .00 | $ .00 | $ .00 |
| m. Program Income | | | |

**Detail on Indirect Charges:** **Type of Rate:**
**Rate:** _____ **%** **Base: $** _____ **Total:** _____

**Budget Justification:**
The purpose of this Budget Revision is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. The available monies in the Personnel & Fringe categories are as result of a RN position that was vacant for the first six months of the grant period and a lower than anticipated fringe benefit rate. The available monies in the Contractual category are a result anticipated contractual costs that did not materialize. This request for equipment is to purchase a 100% Digital Radiographic system. The new 100% digital x-ray system will replace an aged 50% digital system that has been repaired three times and no longer has warranty coverage. Replacing the system currently in use will be more cost effective for the TB program. The new system will produce the x-ray image directly onto a computer monitor without use of a digital processor which will eliminate: human error in transferring data, will reduce the processing time of x-rays, will eliminate the use of cassettes which need to be replaced at least yearly and are expensive. Obtaining a new 100% Digital Radiographic System will replace the outdated system currently in use and will save time, money and eliminate the liability of human error. This Budget Revision will move monies between budget categories that will allow the use of funds to be maximized. Local Agency's procurement policies will be followed.

**AI-26079** **10.D.**

**2011 - Health & Human Services Dept (RLSS-LPHS FY 11 Amendment 001A)**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **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

Requesting authorization to accept the attached RLSS/LPHS grant contract #2011-035550, Amendment 001A. The purpose of this Amendment is to reallocate funds between budget categories to maximize use of the grant funds. The total contract amount of $126,424.00 remains unchanged. The Amendment No. 001A is effective March 24, 2011.

### BACKGROUND

July 27, 2010 - Original RLSS-LPHS FY 11 grant contract #2011-035550-001 was accepted by Commissioner's Court. (see AI-22129)
March 21, 2011 - Request to submit budget change request to TDSHS was approved by Commissioner's Court. (see AI-25822)

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1293-441-00-340-006-1-xxx

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

**BUDGETARY IMPACT:**

No change in overall grant award. Reallocation of funds between budget categories.

## Attachments

Link: Amendment

Link: Budget

Link: Equipment List

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 08:55 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/06/2011 08:53 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Mike Escaname Started On: 04/01/2011 10:22 AM

Final Approval Date: 04/07/2011

**DEPARTMENT OF STATE HEALTH SERVICES**

Amendment
To

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The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-035550 (Contract) in accordance with this Amendment No. 001A : RLSS/LPHS, effective 03/24/2011 .

The purpose of this Amendment is to reallocate funds. Therefore, the Contract Budget Object Class Categories are revised as follows: Personnel is decreased by $3,000.00; Fringe Benefits is decreased by $5,000.00; Equipment is increased by $3,100.00; and Supplies is increased by $4,900.00. The total contract amount of $126,424.00 remains unchanged.

**Therefore, DSHS and Contractor agree as follows:**

**Change Program Attachment as follows:**

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

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

**Department of State Health Services**

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

**Hidalgo County**

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

**DEPARTMENT OF STATE HEALTH SERVICES**

**1100 WEST 49TH STREET**
**AUSTIN, TEXAS 78756-3199**

CATEGORICAL BUDGET CHANGE REQUEST

**DSHS PROGRAM:** RLSS-LOCAL PUBLIC HEALTH SYSTEM
**CONTRATOR:** HIDALGO COUNTY HEALTH & HUMAN SERVICES
**CONTRACT NO:** 2011-035550
**CONTRACT TERM:** 09/01/2010 **THRU:** 08/31/2011
**BUDGET PERIOD:** 09/01/2010 **THRU:** 08/31/2011 **CHG:** 001A

| DIRECT COST (OBJECT CLASS CATEGORIES) | | | |
|---|---|---|---|
| | Current Approved Budget (A) | Revised Budget (B) | Change Requested |
| Personnel | $88,030.00 | $85,030.00 | $(3,000.00) |
| Fringe Benefits | $29,318.00 | $24,318.00 | $(5,000.00) |
| Travel | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $3,100.00 | $3,100.00 |
| Supplies | $9,076.00 | $13,976.00 | $4,900.00 |
| Contractual | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 |
| Total Direct Charges | $126,424.00 | $126,424.00 | $(0.00) |
| **INDIRECT COST** | | | |
| Base ($) | $0.00 | $0.00 | $0.00 |
| Rate (%) | 0.00% | 0.00% | 0.00% |
| Indirect Total | $0.00 | $0.00 | $0.00 |
| **PROGRAM INCOME** | | | |
| Program Income | $0.00 | $0.00 | $0.00 |
| Other Match | $0.00 | $0.00 | $0.00 |
| Income Total | $0.00 | $0.00 | $0.00 |
| **LIMITS/RESTRICTIONS** | | | |
| Advance Limit | $0.00 | $0.00 | $0.00 |
| Restricted Budget | $0.00 | $0.00 | $0.00 |
| **SUMMARY** | | | |
| Cost Total | $126,424.00 | $126,424.00 | $(0.00) |
| Performing Agency Share | $0.00 | $0.00 | $0.00 |
| Receiving Agency Share | $126,424.00 | $126,424.00 | $(0.00) |
| Total Reimbursements Limit | $126,424.00 | $126,424.00 | $(0.00) |
| **JUSTIFICATION** | | | |
| | | | |

Financial status reports are due: 12/30/2010, 03/30/2011, 06/30/2011, 10/31/2011

# DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM
CONTRACTOR: Hidalgo County Health & Human Services
CONTRACT TERM: 09/01/2010 THRU: 08/31/2011
BUDGET PERIOD: 09/01/2010 THRU: 08/31/2011
CONTRACT NO: 2011-035550 CHG: 001A

**PREVIOUS EQUIPMENT LIST**

| Item # | Equipment Description | Units | Unit Cost | Total |
|---|---|---|---|---|
| | | | | |
| | | | $ | $ |
| | | | $ | $ |
| | | | $ | $ |

**NEW EQUIPMENT LIST**

| Item # | Equipment Description | Units | Unit Cost | Total |
|---|---|---|---|---|
| 1 | HP Compaq 6000 Pro PE6500 2.93GHZ | 3 | $1,033.33 | $3,100.00 |
| | | | $ | $ |
| | | | $ | $ |
| | | | $ | $ |

**AI-26150** **11.A.**

**Planning Department**

**CC REGULAR**

| | |
|---|---|
| Date: | 04/12/2011 |
| Submitted By: | Nora Cavazos, PLANNING DEPT. |
| Submitted For: | Raul Sesin |
| Department: | PLANNING DEPT. |
| Agenda Category: | Planning Department |

## Information

CAPTION

1. Preliminary Approval:
   a. Eduardo's No. 10 Subdivision – Pct. 3 (Aniceto Izaguirre)

2. Final Approval:
   a. Palmito Estates Unit I Subdivision – Pct 4 (Kyndel Bennett)
   b. Palmito Estates Unit II Subdivision – Pct. 4 (Kyndel Bennett)

BACKGROUND

## Fiscal Impact

## Attachments

Link: Eduardo's No. 10 - Preliminary

Link: Eduardo's 10; Plat

Link: Palmito Estates Unit 1 - Final

Link: Palmito Estates Unit 1; Plat

Link: Palmito Estates Unit II - Final

Link: Palmito Estates Unit II; Plat

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 02:35 PM | APRV |
| 2 | Olga Garza | Olga Garza | 04/06/2011 04:30 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |

Form Started By: Nora Cavazos — Started On: 04/06/2011 02:16 PM

Final Approval Date: 04/07/2011

# 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: April 06, 2011

RE: **Eduardo's No. 10 Subdivision – Pct. 3**
**Preliminary Approval**

Eduardo's No. 10 Subdivision is an eighty two (82) residential and two (2) commercial lot subdivision located on the East side of La Homa Road approximately 660 feet North of Mile 6 North Road.

The proposed Subdivision lies within the City of Mission 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 February 22, 2011. The proposed subdivision lies within Zone "X & A" as per FEMA's FIRM.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on December 15, 2010. The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road and (4.6) feet on Moorefield 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 Aniceto Izaguirre and approved by the Environmental Health Department.

Water Services will be provided by the Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat is more than 5 acres and therefore requires a SWMP3 which was submitted, reviewed, and approved by Dr. Lorie Ochoa on March 29, 2011. In addition, a copy of the project's Notice of Intent (NOI) was submitted and approved by TCEQ and a copy was forwarded to the Hidalgo County Office of Environmental Compliance.

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 Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **March 31, 2011** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

# SUBDIVISION PLAT OF EDUARDO'S SUBDIVISION No. 10

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

SCALE 1" = 100'

LOCATION MAP
SCALE: 1"=1000 Feet

SITE

C MILE 7 NORTH ROAD (F.M. 2221)

KENWOOD ESTATES PHASE II
RECORDED IN VOLUME 30, PAGE 91, MAP RECORDS, HIDALGO COUNTY, TEXAS.

OWNER: BALTAZAR FUENTES LOT 66, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, DOC. # 357816, HIDALGO COUNTY, TEXAS.

OWNER ARTURO FLORES & YOLANDA BOOK 1083 PAGE 281

OWNER DIANA IZAGUIRRE DOC. # 2164579

OWNER ANICETO IZAGUIRRE DOC. # 1864597 LOT 67, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS.

OWNER: NOE AND GRISELDA GARCIA LOT 66, BLOCK 2, LA HOMA RANCH CITRUS GROVES, UNIT NO.1, VOL.7, PG. 59, H.C.M.R., DOC #1601280 H.C.D.R.

OWNER: ELVA RODRIGUEZ LOT 66, BLOCK 2, LA HOMA RANCH CITRUS GROVES, UNIT NO.1, VOL.7, PG 59, H.C.M.R. DOC #1519615 H.C.D.R.

OWNER: COSME GOMEZ SUBDIVISION DOC #2097078

OWNER: NOE AND GRISELDA GARCIA LOT 66, BLOCK 2, LA HOMA RANCH CITRUS GROVES, UNIT NO.1, VOL.7, PG 59, H.C.M.R. DOC #1601280 H.C.D.R.

LOT 66, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS.

KENWOOD ESTATES PHASE I
RECORDED IN VOLUME 29, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS

KENWOOD ESTATES PHASE V
RECORDED IN VOLUME 50, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS. DOC. # 1591592

ACEVEDO SUBDIVISION UNIT NO. 8
RECORDED IN VOLUME 38, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EDUARDO'S No. 9 SUBDIVISION INSTRUMENT # 2095641

C LA HOMA ROAD (F.M. 2894)

C MOORFIELD ROAD

C MILE 6 NORTH ROAD

PROSPERIDAD DR.

COBY DRIVE

MILAN DRIVE

MARGARET DRIVE

VENECIA DRIVE

MADRID DRIVE

OSLO DRIVE

VIENA DRIVE

BLANCA ESTATES DRIVE

MAXINE DRIVE

BLOCK 1

BLOCK 2

BLOCK 3

LOT 68

LOT 67

LOT 66

LOT 65

ZONE "X"

ZONE "A"

APPROXIMATE LOCATION AS PER FEMA

P.O.B. FND. C.P.S. S.W. COR. LOT 70 BLOCK 2

FND. C.P.S. N.W. COR. LOT 68 BLOCK 2

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

B.M. 3 CONCRETE DISK

B.M. 2 FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

FND. 5/8" IRON PIPE

SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

SET C.P.S. S.W. COR. LOT 66 BLK. 2

SET C.P.S. N.W. COR. LOT 66 BLK. 2

SET C.P.S. LOT 67 BLK. 2

S 81°10' E 877.54'

N 08°50' E 55.00'

S 81°10' E

N 81°10' W 429.66'

N 08°50' E 387.38'

S 08°50' W 542.40'

N 53°08'07" W 1008.53'

S 08°50' W 547.97'

N 81°10' W 1284.73'

S 04°20'36" W 423.41'

S 86°13'42" E

S 28°39'30" E 615.85'

S 08°50' W

S 81°10' E 1319.04'

N 08°50' E

N 81°10' W

S 08°50' E

S 12°10'08" W 128.23'

S 45°01'54.45" W 36.90'

S 80°54'50" W 756.59'

N 13°34'14" E 190.37'

N 11°34'31" E 93.44'

S 39°51'25" W 224.46'

S 39°51'08" E 224.17'

S 23°25'39" E 224.08'

S 49°28' E

S 27°18'36" E

N 40°19'48" E 244.30'

S 56°22'22" E 244.30'

S 28°39'30" E 37.58'

N 81°10' W 4.6' ADD'L R.O.W. DEDICATED BY THIS PLAT

PROP. R.O.W.

EXIST. R.O.W.

DETAIL 1

6.00'

4.60'

10.40'

25.00'

15.00'

40.00'

SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

SEE DETAIL 1

S.E. COR. LOT 65

FND. 3/4" IRON PIPE N.E. COR., LOT 64 LA HOMA RANCH CITRUS GROVES UNIT NO. 1 N.E. COR., LOT 13 KENWOOD ESTATES PHASE V

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

S.E. COR. LOT 67 BLOCK 2 FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

FND. 1/2" IRON ROD

EXIST. 70.00' H.C.I.D. No. 6 CANAL R.O.W. LATERAL S-0-2 RECORDED VOLUME 425, PAGE 220, DEED RECORDS, HIDALGO COUNTY, TEXAS, ABANDONED BY DOCUMENT No.

EXIST. 150.00' R.O.W.

SAN BENITO AND RIO GRANDE VALLEY RAILROAD COMPANY ACCORDING TO THE DEED RECORDED IN VOLUME 456, PAGE 314, DEED RECORDS, HIDALGO COUNTY.

20.00' H.C.I.D. No. 6 CANAL EASEMENT DEDICATED BY THIS PLAT

THE YOLANDA CANO FLORES TRACT: REMAINDER OF A 2.88 ACRE TRACT OUT OF LOT 66, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1 ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1416, PAGE 137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE SOSTENES GONZALEZ TRACT: A 0.581 AC OF AN ACRE TRACT OUT OF LOT 65, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1 ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1067859, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JOSE MIGUEL GONZALEZ TRACT: A 1.182 ACRE TRACT OUT OF LOT 65, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1 ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1067856, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JOSE MIGUEL GONZALEZ TRACT: A 0.754 AC OF A 2.36 AC TRACT OUT OF LOT 65, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 1 ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1067856, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

OWNER: P & L PARTNERS LLC. TRACT LOT 70, BLOCK 4, DOC # 1522233, LA HOMA RANCH CITRUS GROVES, UNIT No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS OF HIDALGO COUNTY TEXAS.

SAN BENITO AND RIO GRANDE VALLEY RAILROAD COMPANY ACCORDING TO THE DEED RECORDED IN VOLUME 456, PAGE 314, DEED RECORDS, HIDALGO COUNTY.

OWNER: FELIX AND TERESITA DUARTE LA HOMA RANCH #1 LOT 69, BLK 4, LA HOMA RANCH CITRUS GROVES, UNIT No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS OF HIDALGO COUNTY TEXAS.

OWNER: ARTURO AND GLORIA SAENZ LA HOMA RANCH #1 LOT 68, BLK 4, LA HOMA RANCH CITRUS GROVES, UNIT No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS OF HIDALGO COUNTY TEXAS.

OWNER: TOMAS SR. AND JESUS GARCIA LA HOMA RANCH #1 LOTS 66 AND 67, BLK 4, LA HOMA RANCH CITRUS GROVES, UNIT No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS OF HIDALGO COUNTY TEXAS.

70.00' HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CANAL LATERAL S-0-1 RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, TO BE ABANDONED BY DOCUMENT No.

70.00' HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CANAL LATERAL S-0-1 RECORDED IN VOLUME 7, PAGE 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, TO BE ABANDONED BY DOCUMENT No.

PROP. 20.00' H.C.I.D. No. 6 EASEMENT TO BE DEDICATED BY THIS PLAT

EXIST. TYPE III BARRICADE

PROP. 20.00' DRAINAGE SWALE EASEMENT

PROP. 10.00' UTILITY EASEMENT

15.00' SWSC EASEMENT DEDICATED BY THIS PLAT

20.00' ADDITIONAL ROW-DEDICATED BY THIS PLAT.

40.00' EASEMENT FOR FM ROAD 2894 EASEMENT IN FAVOR OF STATE OF TEXAS RECORDED IN VOLUME 1156, PAGE 40, DEED RECORDS, HIDALGO COUNTY, TEXAS

TEMPORARY EASEMENT FOR TURN/ARROUND

| SHEET NO. | INDEX TO SHEET |
|---|---|
| 1 | EDUARDO'S 10 PLAT |
| 2 | EDUARDO'S 10 PLAT INFORMATION |
| 3 | EDUARDO'S 10 MAP OF WATER DISTRIBUTION AND OSSF |
| 4 | EDUARDO'S 10 MAP OF WATER DISTRIBUTION AND OSSF INFORMATION |
| 5 | EDUARDO'S 10 MAP OF TOPOGRAPHY AND DRAINAGE |
| 6 | EDUARDO'S 10 MAP OF TOPOGRAPHY AND DRAINAGE INFORMATION |
| 7 | EDUARDO'S 10 EROSION PLAN |

# 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: April 06, 2011

RE: **Palmito Estates Unit I Subdivision – Pct. 4**
**Final Approval**

Palmito Estates Unit I Subdivision is a forty four (44) lot subdivision located on the Northeast corner of Valverde Road and Mile 13 North Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved administratively by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 15, 2010. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

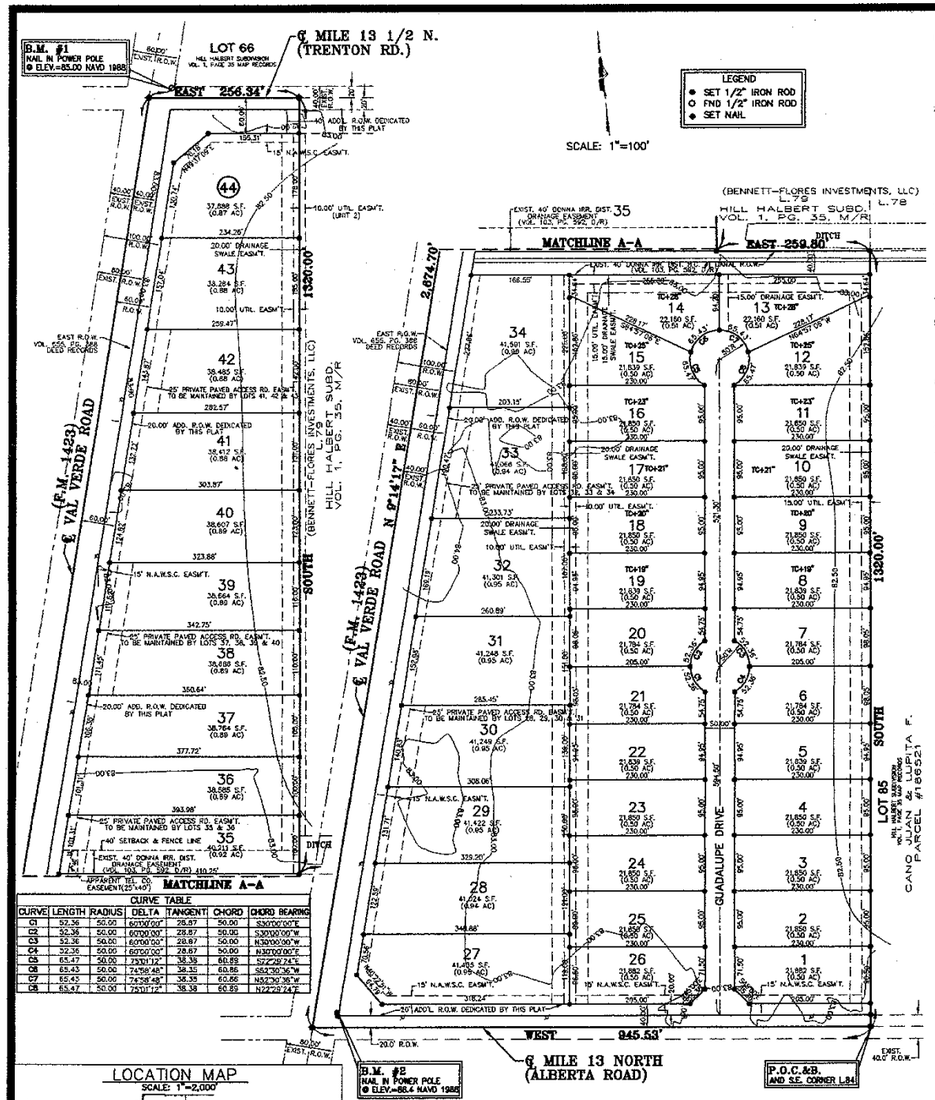
The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Ramirez, ROW Agent on September 16, 2010. The proposed subdivision plat will dedicate twenty (20) feet on Mile 13 North Road and twenty (20) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

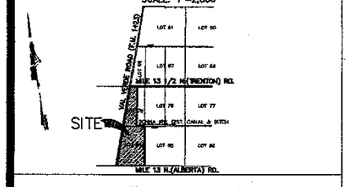
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 22, 2010. 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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **March 31, 2011.**




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | CHORD BEARING |
| C1 | 52.36 | 50.00 | 60°00'00" | 28.87 | 50.00 | S30°00'00"E |
| C2 | 52.36 | 50.00 | 60°00'00" | 28.87 | 50.00 | S30°00'00"W |
| C3 | 52.36 | 50.00 | 60°00'00" | 28.87 | 50.00 | N30°00'00"W |
| C4 | 52.36 | 50.00 | 60°00'00" | 28.87 | 50.00 | N30°00'00"E |
| C5 | 65.47 | 50.00 | 75°01'12" | 38.38 | 60.89 | S22°28'24"E |
| C6 | 65.43 | 50.00 | 74°58'48" | 38.33 | 60.86 | S62°30'36"W |
| C7 | 65.43 | 50.00 | 74°58'48" | 38.33 | 60.86 | N52°30'36"W |
| C8 | 65.47 | 50.00 | 75°01'12" | 38.38 | 60.89 | N22°28'24"E |




K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(TBPE REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

INDEX TO SHEETS OF PALMITO ESTATES UNIT 1 SUBDIVISION


| | |
|---|---|
| SHEET 1 | HEADING, INDEX, LOCATION MAPS, AND ETJ PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYORS' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND PRINCIPAL THE PROJECT IS SITUATED; H.C.I.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT H.C. #1, HC ROW AND H.C.H.D. REVISION NOTES; |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; |
| SHEET 3 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS |


LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PALMITO ESTATES UNIT 1 IS LOCATED ALONG THE EAST SIDE OF VAL VERDE RD.(F.M. 1423), BETWEEN MILE 13 N. (ALBERTA)ROAD AND MILE 13 1/2 N.(TRENTON RD.). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 15,486) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA.
LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | KYNDEL W. BENNETT, PRESIDENT | P.O. BOX 365 | LA BLANCA 78558 | (956) 464-4631 | (956) 464-2097 |
| ENGINEER: | KAMBIZ S. KHADEMI, P.E. | 410 E. DOVE AVE., | McALLEN 78504 | (956) 630-2125 | (956) 630-2219 |
| SURVEYOR: | JOSE MARIO GONZALEZ, R.P.L.S. | 8207 MATEO ESCOBAR | MONTE ALTO 78538 | (956) 380-5154 | (956) 380-5156 |

## GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB(TC) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION AND MAY BE 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.

2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING-NO SHADING)
FEMA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL No. 480334 0425 C
REVISED NOVEMBER 16, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
(A.) FRONT: SHALL BE RIGHT AT 50 FEET, FOR LOTS 27-44, AND 25 FEET FOR LOTS 1-26.
(B.) REAR ---------- 30 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE ---------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER --- 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.

4. B.M. = BM #1 NAIL IN POWER POLE @ NORTHEAST CORNER OF TRENTON & VAL VERDE ROADS. ELEV. 85.0 NAVD 1988.

5. 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 DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 THRU 28.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT FLOWERS, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR SHORT) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. 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.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH REBAR 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "IMO DELTA SURVEYING" HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

9. DONNA IRR. DIST. H.C. #1 IS IN CHARGE OF THE IRR. LINE CROSSING & MAINTENANCE.

10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 72.564 CUBIC-FEET/ 1.67 ACRE-FEET OR 1,698 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF PALMITO ESTATES UNIT 1, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. SEPTIC TANK NOTES:
ONSITE 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, AND MULTI-FAMILY.
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.

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

16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

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

18. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE NORTH SIDE OF LOTS 13, 14 & 34-44 AS WELL AS ALONG THE SOUTH SIDE OF LOT 35(ON 40' FENCE SETBACK LINE).

19. ALL LOTS IN PALMITO ESTATES UNIT 1 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN PALMITO ESTATES UNIT 1 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF PALMITO ESTATES UNIT 1, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY 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 PALMITO ESTATES UNIT 1 BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PALMITO ESTATES UNIT 1, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PALMITO ESTATES UNIT 1 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 AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

20. NO ACCESS WILL BE ALLOWED ONTO LOTS 1 AND 28 FROM MILE 13 N. (ALBERTA) AND TO LOTS 27 AND 44 FROM VAL VERDE RD. (F.M. 1423).

21. NO INDIVIDUAL DRIVEWAY ACCESS WILL BE ALLOWED FROM VAL VERDE RD. (F.M. 1423) ON TO LOTS 28 THRU 43 & 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY THE DEVELOPER BETWEEN, AND FOR LOTS 28, 29, 30 & 31, 32, 33 & 34, 35 & 36, 37, 38, 39 & 40, 41, 42 & 43, TO PROVIDE INGRESS AND EGRESS FROM VAL VERDE RD. (F.M. 1423). SEE SHEET 3 OF 3 FOR DRIVEWAY LOCATIONS.

## METES AND BOUNDS

A 36.42 ACRE TRACT OF LAND BEING ALL OF LOT 84, AND PART OF OF LOT 79 BOTH LOTS OUT OF THE HILL HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35 MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 36.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE SOUTHEAST CORNER OF LOT 84 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 84, A DISTANCE OF 945.53' TO A NAIL SET AT THE SOUTHWEST CORNER OF LOT 84 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 09°14'17" E, WITH THE WEST LINE OF SAID LOT 84 AND 79, A DISTANCE OF 2674.69' TO A NAIL SET AT THE NORTHWEST CORNER OF LOT 79 AND THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 256.34' TO A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, AT 20.00 FEET PASS A ½" ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MILE 13 ROAD, AT 1,320.00' IN ALL TO A ½" ROD SET AT THE COMMON LINE BETWEEN SAID LOT 84 AND LOT 79 FOR A CORNER OF THIS TRACT OF LAND;

THENCE EAST, WITH SAID COMMON LINE, A DISTANCE OF 259.80' TO A ½" IRON ROD SET FOR A CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, AT 1300.00 FEET PASS A ½" ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF MILE 13, AT 1320.00' IN ALL TO THE POINT OF BEGINNING, CONTAINING 36.42 ACRES OF LAND MORE OR LESS.

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

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

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an 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:

An 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 this____ day of _____ 20____

KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA, TX 78558

## STATE OF TEXAS
## COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF PALMITO ESTATES UNIT 1 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ A. D._____

_____
CHAIRMAN

# PLAT OF PALMITO ESTATES UNIT 1 SUBDIVISION

BEING A 36.42 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING ALL OF LOT 84 AND PART OF LOT 79, HILL HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35 OF THE HIDALGO COUNTY, TX MAP RECORDS.

PREPARED BY: K. K. ENGINEERING CONSULTANT
DATE: SEPTEMBER, 2010

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

I, KYNDEL W. BENNETT, A MARRIED PERSON,
AS OWNER OF THE 36.42 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PALMITO ESTATES UNIT 1 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: KYNDEL W. BENNETT, PRESIDENT
RB NOW, LTD., A TX L.P. BY BENNETT-FLORES INVESTMENTS COMPANY, LLC A TX. L.L. CO. & ITS GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78558

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20_____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR 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.

ATTEST: _____ SECRETARY
_____ MAYOR, CITY OF DONNA, TEXAS.

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____DAY OF _____, 20____

_____ PRESIDENT
_____ SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the PALMITO ESTATES UNIT 1 SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Hidalgo County Judge _____ Date
ATTEST: _____ Hidalgo County 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 TEX. WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PALMITO ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PALMITO ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
3-11-11

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PALMITO ESTATES UNIT 1 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ DATE
JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
IMO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

JOSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3

# 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: April 06, 2011

RE: **Palmito Estates Unit II Subdivision – Pct. 4**
**Final Approval**

Palmito Estates Unit II Subdivision is a forty three (43) lot subdivision located on the South side of Mile 13 North Road approximately 250 feet East of Valverde Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved administratively by said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 16, 2010. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

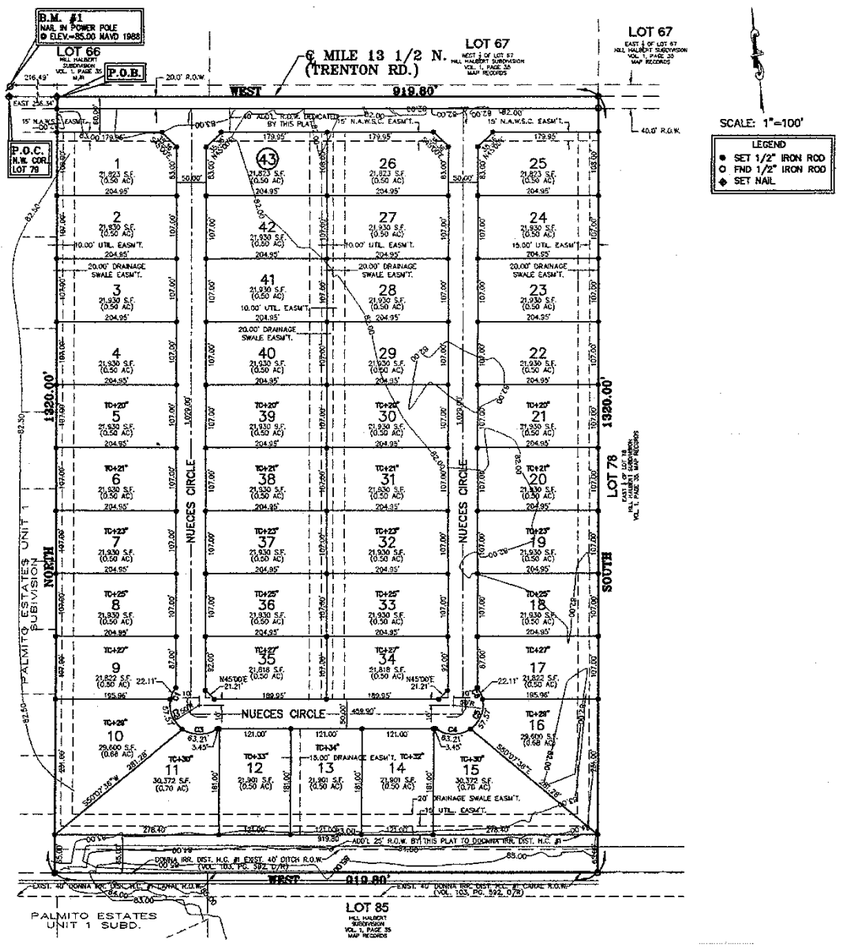
The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Ramirez, ROW Agent on September 16, 2010. The proposed subdivision plat will dedicate forty (40) feet on Mile 13 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

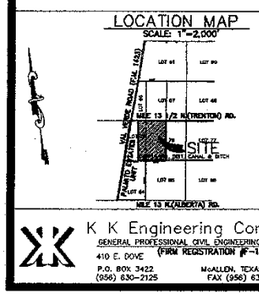
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 13 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 22, 2010. 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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **March 31, 2011.**




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 22.11 | 50.00 | 25°19'59" | 11.24 | 21.93 |
| C2 | 57.57 | 50.00 | 65°55'30" | 32.45 | 54.45 |
| C3 | 63.21 | 50.00 | 72°25'54" | 36.62 | 59.08 |
| C4 | 63.21 | 50.00 | 72°25'54" | 36.62 | 59.08 |
| C5 | 57.57 | 50.00 | 65°55'30" | 32.45 | 54.45 |
| C6 | 22.11 | 50.00 | 25°19'59" | 11.24 | 21.93 |




K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

INDEX TO SHEETS OF PALMITO ESTATES UNIT 2 SUBDIVISION


| | |
|---|---|
| SHEET 1 | HEADING, INDEX, LOCATION MAP, AND ETJ PRINCIPAL CONTACTS; |
| | PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND |
| | RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY, CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRINCIPAL THE PROJECT IS SERVICED; H.C.D.D. NO. 1 CERTIFICATION; DONNA IRRIGATION DISTRICT M.C. #1, INC ROW AND HCHD. |
| | REVISION NOTES; |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTIONS; REVISION NOTES; |
| | ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); |
| | INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); |
| | OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; |
| | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; |
| | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE |
| SHEET 3 | THE DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS. |


LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PALMITO ESTATES UNIT 2 IS LOCATED ALONG THE SOUTH SIDE OF MILE 13 1/2 N. (TRENTON)ROAD, APPROX. 250 FEET EAST OF VAL VERDE ROAD (F.M.1423). THE ONLY NEARBY MUNICIPALITY IS HTE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA(POPULATION 15,486) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA.
LOCAL GOVERNMENT CODE 212.001 PRECINCT: No. 4.

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | KYNDEL W. BENNETT, PRESIDENT | P.O. BOX 365 | LA BLANCA, TX 78538 | (956) 464-4431 | (956) 464-2597 |
| ENGINEER: | KAMBIZ S. KHADEMI P.E. | 410 E. DOVE AVE. | McALLEN 78504 | (956) 630-2125 | (956) 630-2219 |
| SURVEYOR: | JOSE MARIO GONZALEZ R.P.L.S. | 8207 MATEO ESCOBAR | MONTE ALTO, TX 78538 | (956) 380-5154 | (956) 380-5156 |

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF CURB(TC) OF THE ROAD WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT. 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.
2. THIS SUBDIVISION IS LOCATED IN ZONE "C" (AREAS OF MINIMAL FLOODING-NO SHADING)
FEMA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL No. 480334 0425 C
REVISED NOVEMBER 16, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
(A.) FRONT: SHALL BE RIGHT AT 25 FEET OR EASMENT WHICHEVER IS GREATER.
(B.) REAR --------- 30 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE --------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER ---- 15 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
4. B.M. = BM #1 NAIL IN POWER POLE @ NORTHEAST CORNER OF TRENTON & VAL VERDE ROADS. ELEV. 85.0 NAVD 1988.
5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED FOR ANY LOTS.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURES HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. 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.
8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "-" HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK ALL CORNERS OF ALL LOTS.
9. DONNA IRR. DIST. M.C. #1 IS IN CHARGE OF THE IRR. LINE CROSSING & MAINTENANCE.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35,477 CUBIC-FEET 1.27 ACRE-FEET OR 2250 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF PALMITO ESTATES UNIT 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. SEPTIC TANK NOTES:
ONSITE 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
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.
15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF DRAINAGE SWALE.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.
17. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE SOUTH LOT LINES OF LOTS 11 THRU 15.
18. ALL LOTS IN PALMITO ESTATES UNIT 2 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN PALMITO ESTATES UNIT 2 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF PALMITO ESTATES UNIT 2 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY 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 PALMITO ESTATES UNIT 2 BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN PALMITO ESTATES UNIT 2, THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY(AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN PALMITO ESTATES UNIT 2 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 AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
19. NO ACCESS SHALL BE ALLOWED ONTO MILE 13 1/2 N. FOR LOTS 1, 22, 26 AND 43.

METES AND BOUNDS

A 27.87 ACRE TRACT OF LAND OUT OF LOT 78, AND LOT 79 BOTH LOTS OUT OF THE HILL HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 35 MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 27.87 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 79, THENCE EAST, WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 256.34 FEET TO THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE EAST, CONTINUING WITH THE NORTH LINE OF SAID LOT 79 AND 78, A DISTANCE OF 919.80 FEET TO THE A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, AT 20.00 FEET PASS A ½" IRON ROD FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF MILE 13½ ROAD, AT 1,320.00 FEET IN ALL TO A ½" ROD FOUND AT THE SOUTH LINE OF SAID LOT 78 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 78 AND 79, A DISTANCE OF 919.80 FEET TO A ½" ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, AT 1,300.00 FEET PASS A ½" IRON ROD SET AT THE SOUTH RIGHT-OF-WAY LINE OF MILE 13½ ROAD, AT 1,320.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 27.87 ACRES OF LAND MORE OR LESS.

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 and lay 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 for 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 relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an 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

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____

KYNDEL W. BENNETT
P.O. BOX 365
LA BLANCA, TX 78538

STATE OF TEXAS
COUNTY OF HIDALGO
THIS SUBDIVISION PLAT OF PALMITO ESTATES UNIT 2 SUBDIVISION
HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ A. D._____

_____
CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PALMITO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PALMITO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

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

# PLAT OF PALMITO ESTATES UNIT 2 SUBDIVISION

BEING A 27.87 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF LOTS 78 & 79, HILL HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35, OF THE HIDALGO COUNTY, TX MAP RECORDS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: SEPTEMBER, 2010

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

I, KYNDEL W. BENNETT, A MARRIED PERSON,
AS OWNER OF THE 27.87 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PALMITO ESTATES UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, 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 ASSORTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: KYNDEL W. BENNETT, PRESIDENT
RIO RGV, LTD., A TX L.P. BY BENNETT-FLORES INVESTMENTS COMPANY, LLC A TX L.L. CO. & ITS GENERAL PARTNER
P.O. BOX 365
LA BLANCA, TX 78538

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE____DAY OF_____ 20 _____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR 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.

ATTEST: _____ _____
SECRETARY MAYOR, CITY OF DONNA, TEXAS.

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____DAY OF _____, 20____.

_____ _____
PRESIDENT SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the PALMITO ESTATES UNIT 2 SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County 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 TEX. WATER CODE §48.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO
I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
3-11-11

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PALMITO ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
JOSE MARIO GONZALEZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3

**AI-26134** **12.A.**

**Memorandum of Understanding - American Red Cross**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Erika Reyna, COUNTY JUDGE |
| **Department:** | COUNTY JUDGE |
| **Agenda Category:** | Emergency Services Division |

## Information

### CAPTION

Discussion, consideration, and approval of Memorandum of Understanding between the County of Hidalgo and the South Texas Chapter of the American Red Cross.

### BACKGROUND

Same MOU was approved by Commissioners Court 07/14/09. In the MOU, the South Texas Chapter of the American Red Cross agrees to use its best efforts to provide services for disaster victims when assistance is requested by an authorized Hidalgo County Representative.

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Link: 2009 Agreement

Link: MOU

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 09:40 AM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/06/2011 03:45 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |
| Form Started By: Erika Reyna | | | Started On: 04/06/2011 09:23 AM | |
| Final Approval Date: 04/07/2011 | | | | |

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2016689

RECEIVED

JUL 29 2009

COUNTY JUDGE

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO ANDTHE SOUTH TEXAS CHAPTER OF THE AMERICAN RED CROSS

This Memorandum of Understanding is made on this the 14 day of July, 2009 by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as " HIDALGO COUNTY" and the **SOUTH TEXAS CHAPTER OF THE AMERICAN REDCROSS,** hereinafter referred to as the "Red Cross," as follows:

**WITNESSETH:**

**WHEREAS, HIDALGO COUNTY,** a political subdivision located within the state of Texas and the Red Cross desire to create this Memorandum of Understanding (MOU) for the performance of emergency management functions and/or services required Or authorized by the Department of Homeland Security, or the laws of the State of Texas, Under the terms and conditions prescribed in this MOU; and

**WHEREAS,** the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have Independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and

**WHEREAS,** both HIDALGO COUNTY and the Red Cross named herein are desirous of entering into this MOU.

**NOW, THEREFORE, HIDALGO COUNTY** and the Red Cross, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. When requested by an authorized representative of HIDALGO COUNTY, **The Red Cross** will use its best efforts to provide the following services for disaster victims:

    - Activate and operate temporary shelters and register people using such shelters;
    - Activate and operate mass feeding facilities at a fixed site or sites;
    - Activate and operate a mobile feeding facility;
    - Provide replacement clothing Provide crisis counseling; and
    - Provide assistance in home cleanup (Cleanup Kits



9/12/10

Continues until new judge enters and needs to be signed. No 30 day written notice when we wanted to terminate.
*Victoria Salazar

2. **HIDALGO COUNTY** will use its best efforts to:

- When possible, provide advance warning to the Red Cross of the possible need for shelter and mass care operations so that the Red Cross may mobilize its resources;
- Provide security for shelter and mass care facilities;
- Provide fire inspections for shelter and mass care facilities;
- Provide traffic control in the vicinity of shelter and mass care facilities;
- Provide information to disaster victims through the media on what they should bring and should not bring to the shelter and mass care facilities;
- Coordinate with State and Federal Agencies to obtain supplementary food supplies, if required;
- To the extent possible, ensure utilities are operable at shelter and mass care facilities;
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants; and
- Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

3. For purposes of this MOU, "disaster" shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake,wind,storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Gov't Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action.

4. **Duration of MOU**: The term of this MOU is a minimum one (1) year from the date of the Initial agreement, Subsequent terms may be longer with the concurrence of all parties.

5. **Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to the effect to the other parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party

6. **Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

**FOR HIDALGO COUNTY**

HIDALGO COUNTY
ATTN:_____Judge
100 E. Cano 2nd. Floor
Edinburg, TX 78539

**American Red Cross**

South Texas Chapter
Attn: Director of Emergency Services
P.O. Box 2202
Harlingen, TX 78551-2202

7.

Capacity to Enter into Agreement: The persons executing this MOU on behalf Of their respective entities hereby represent and warrant that they have the right, Power legal capacity, and appropriate authority to enter into this MOU on behalf Of the entity for which they sign.

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

SOUTH TEXAS CHAPTER OF THE RED CROSS

BY: _____
Michael A. Huckabee Executive Director

ATTEST:

BY: _____
Sasha L. Cruz Director of Emergency Services

COUNTY OF HIDALGO

_____JUDGE
J.D. Salinas III
Hidalgo County Judge

_____
Hidalgo County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN THE COUNTY OF HIDALGO**
**ANDTHE SOUTH TEXAS CHAPTER OF**
**THE AMERICAN RED CROSS**

This Memorandum of Understanding is made on this the _____ day of_____, 2011 by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as " HIDALGO COUNTY" and the **SOUTH TEXAS CHAPTER OF THE AMERICAN REDCROSS,** hereinafter referred to as the "Red Cross," as follows:

**WITNESSETH:**

**WHEREAS, HIDALGO COUNTY,** a political subdivision located within the state of Texas and the Red Cross desire to create this Memorandum of Understanding (MOU) for the performance of emergency management functions and/or services required or authorized by the Department of Homeland Security, or the laws of the State of Texas, under the terms and conditions prescribed in this MOU; and

**WHEREAS,** the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, not withstanding this MOU; and

**WHEREAS,** both HIDALGO COUNTY and the Red Cross named herein are desirous of entering into this MOU.

**NOW, THEREFORE, HIDALGO COUNTY** and the Red Cross, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. When requested by an authorized representative of HIDALGO COUNTY, The Red Cross will use its best efforts to provide the following services for disaster victims:

    - Activate and operate temporary shelters and register people using such shelters;
    - Activate and operate mass feeding facilities at a fixed site or sites;
    - Activate and operate a mobile feeding facility;
    - Provide replacement clothing
    - Provide crisis counseling; and
    - Provide assistance in home cleanup (Cleanup Kits)

**2.** **HIDALGO COUNTY** will use its best efforts to:

- When possible, provide advance warning to the Red Cross of the possible need for shelter and mass care operations so that the Red Cross may mobilize its resources;
- Provide security for shelter and mass care facilities;
- Provide fire inspections for shelter and mass care facilities;
- Provide traffic control in the vicinity of shelter and mass care facilities;
- Provide information to disaster victims through the media on what they should bring and should not bring to the shelter and mass care facilities;
- Coordinate with State and Federal Agencies to obtain supplementary food supplies, if required;
- To the extent possible, ensure utilities are operable at shelter and mass care facilities;
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants; and
- Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

3. For purposes of this MOU, "disaster" shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake,wind,storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Gov't Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action.

4. **Duration of MOU**: The term of this MOU is a minimum one (1) year from the date of the initial agreement, subsequent terms may be longer with the concurrence of all parties.

5. **Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to the effect to the other parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

6. **Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

**FOR HIDALGO COUNTY**

HIDALGO COUNTY
ATTN: Ramon Garcia, Judge
1615 S. Closner, Ste. J
Edinburg, TX 78539

**AMERICAN RED CROSS**

South Texas Chapter
Attn: Director of Emergency Services
P.O. Box 2202
Harlingen, TX 78551-2202

7. **Capacity to Enter into Agreement**: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

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

SOUTH TEXAS CHAPTER OF THE RED CROSS

_____
Michael A. Huckabee Executive Director

ATTEST:

_____
Sasha L. Cruz Director of Emergency Services

COUNTY OF HIDALGO

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo
Hidalgo County Clerk

**AI-26131** **13.A.**

**Engineering contract - Pct. #4 Parks, Rec. facilities**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Monica Leal |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

**CAPTION**

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) Precinct No. 4, Parks, Recreational Facilities.

| FIRM | GRADE | RANK |
|---|---|---|
| R. Gutierrez Engineering Corporation | 95.33% | |
| Noe Garza Engineers, Inc. | 94% | |
| TEDSI Infrastructure Group | 88.33% | |

3. Authority to negotiate a professional service contract with the No. 1 ranked firm _____ for an Urban County Program – Hidalgo County Precinct No. 4, Parks, Recreational Facilities.

**BACKGROUND**

The three firms rated from the County's approved "pool" are R. Gutierrez Engineering Corporation, Noe Garza Engineers, Inc. and TEDSI Infrastructure Group for the Parks, Recreational Facilities. Attached see grading grid for your review.

Funds Available: $ 374,107.00

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

## Attachments

Link: grid

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 08:13 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/06/2011 09:05 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber

Started On: 04/05/2011 05:17 PM

Final Approval Date: 04/07/2011

**Hidalgo County Precinct No. 4**
**Professional Services**
**Parks, Recreational Facilities**
**Year 23 (2010)**
**Grading-Ranking Grid**

| Criteria | R. Gutierrez Engineering Corporation | | | Noe Garza Engineers, Inc. | | | TEDSI Infrastructure | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Professional Qualifications of Team | 19 | 20 | 15 | 16 | 20 | 18 | 19 | 20 | 15 |
| Experience of Project Team | 24 | 24 | 25 | 23 | 24 | 25 | 23 | 23 | 20 |
| Experience/ Availability of Project Manager | 18 | 19 | 20 | 16 | 19 | 20 | 17 | 18 | 15 |
| Understanding of Project | 24 | 23 | 25 | 24 | 23 | 25 | 22 | 23 | 20 |
| Familiarity with Applicable Rules & Regulations | 10 | 10 | 10 | 9 | 10 | 10 | 10 | 10 | 10 |
| **TOTALS** | 95 | 96 | 95 | 88 | 96 | 98 | 91 | 94 | 80 |
| **AVERAGES** | 286÷3=95.33% | | | 282÷3=94% | | | 265÷3=88.33% | | |
| **RATING** | | | | | | | | | |

**AI-26129** **13.B.**

**Amendment - City of Elsa**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Monica Leal |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

Urban County Program is requesting approval of a program amendment for the City of Elsa, Urban County Program Year 22 (2009). The amendment will include a new parks recreational facility line item.

### BACKGROUND

The proposed amendment for the City of Elsa will affect the existing work plan in Year 22 (2009). A Public Hearing was held on April 1, 2011 at 6:00 pm. and citizen participation requirements have been met. (See attached detailed Public Hearing Notice.) The proposed budget & program amendment will allow for the inclusion of a new parks recreational facility improvements line item adding funds to the approved Park Improvements to the Mario Leal Park, to include but not limited to advertising, engineering fees, material testing fees, and related appurtenances as they pertain to project completion for an existing 2010 funded project being undertaken by Hidalgo County Precinct No. 1 (Elsa). (Letter of request from the City of Elsa is also attached.)

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

Proposed program amendment will be utilizing Year 22 (2009) funds. No budget increase to proposed amendment.

## Attachments

Link: amendment

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 08:11 AM | APRV |
| 2 | Perla Lopez | Angela Garcia | 04/06/2011 08:13 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 04/06/2011 01:28 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber Started On: 04/05/2011 05:03 PM

# CITY OF ELSA

April 5, 2011

Antonio Barco
Deputy Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

**RE: Budget / Program Amendment**

Dear Mr. Barco:

As recommended, I am writing to request that an agenda item be placed for the April 12, 2011 Hidalgo County Commissioners' Court meeting.

The City of Elsa is requesting that the Hidalgo County Commissioners' Court approve its Budget / Program Amendment.

If you have any questions regarding this matter, please contact my office at (956) 262 2127.

Sincerely,

JUAN CEDILLO
City Manager

cc: Joel Quintanilla, Hidalgo County Commissioner Precinct 1

APR 5 2011

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

**PUBLIC HEARING NOTICE**
**CITY OF ELSA**
**URBAN COUNTY PROGRAM**

**Published On: TUESDAY, March 29, 2011**

**BUDGET & PROGRAM AMENDMENT**

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **City of Elsa** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Year 22 (2009).**

The Public Hearing will be held on , **Friday, April 1, 2011** at **6:00 P.M.** at the **City of Elsa City Hall located at 102 S Diana St., Elsa, Texas 78543**

| Existing | Year 22 (2009) Activities | Proposed |
|---|---|---|
| $316,102.20 | Water/Sewer Improvements (-$316,102.20) | $ 0.00 |
| $ 0.00 | Parks, Recreational Facility Imp. (+$316,102.20) | $316,102.20 |
| **$316,102.20** | **TOTALS:** | **$316,102.20** |

The proposed amendment will **DELETE** the funds from the Water/Sewer Public Facility Improvements line item deleting the existing project because the project has been completed utilizing a Texas Water Development Board Grant. The proposed will **CREATE** a Parks, Recreational Facility Improvements line item. The funds will be utilized for the continuation of funding to the already approved 2008 Parks Improvements to the Mario Leal Park in Elsa Texas being undertaken with Precinct No. 1 funds.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **102 S. Diana Street, Elsa, Texas 78543** or call **(956) 262-2127.**

Written comments may be forwarded to:

**Mayor: Senovio Castillo**
**City of Elsa**
**P.O. Box 427**
**Elsa, Texas 78543**
**(956)-262-2127**

City of Elsa 4/2/2011



**********

*** SPECIAL MEETING ***

CITY OF ELSA, TEXAS

April 1, 2011

12:00 P.M.

**********

On the 1st day of April, 2011, a Special Meeting of the City of Elsa was had before the Mayor and City Council Members for the City of Elsa, held at 302 S. Diana Street, Elsa, Hidalgo County, Texas.

Proceedings reported by computer-aided transcription.

A P P E A R A N C E S

MAYOR SENOVIO CASTILLO

COMMISSIONER CAIN CACERES

COMMISSIONER OSCAR GARCIA, JR.

Also Present:

Mr. Juan Cedillo, City Manager

Ms. Maria Teresa Rodriguez, City Secretary

P-R-O-C-E-E-D-I-N-G-S

Whereupon,

6:10 P.M.

MAYOR CASTILLO: Okay. It's ten minutes after 6:00. I'm gonna call this meeting to order. It's a Special Meeting of the Council of the City of Elsa on the 1st day of April of 2011.

Okay. Next item on the agenda will be establishing a quorum. Mr. Caceres.

COMMISSIONER CACERES: Present.

MAYOR CASTILLO: Mr. Garcia.

COMMISSIONER GARCIA: Present.

MAYOR CASTILLO: And myself, Mayor Castillo. We do have a quorum. Also present is the City Manager, Juan Cedillo and the City Secretary. Also present is Ms. Navarro and Becky.

Okay. Next item on the agenda is the Pledge of Allegiance. Will everybody please stand.

(Pledge of Allegiance recited)

MAYOR CASTILLO: Okay. The next item on the agenda is the public hearing; the City of Elsa's Urban County program budget and program amendment year 22, 2009. Mr. Cedillo.

MR. CEDILLO: The intent of the public hearing is to solicit input from the citizens in

reference to the proposed budget and approve of amendment. And we can go ahead and open it and see if there are any comments.

MAYOR CASTILLO: Okay. The public hearing's now open to take comments from the public.

(Brief pause in proceedings)

MAYOR CASTILLO: Can you explain the amendment please.

MR. CEDILLO: The amendment, in 2008 the City set aside some funds for a parks recreation facility program. And that money is now in the hands of Precinct #1, the funds were recaptured. It was $251,798.86 cents.

The City is going to do a park project and as a result of the monies that we had set aside in 2009 designated for water and sewer improvements, those funds, that project was done through Texas Water Development Grant Board, Texas Water Development Board Grant funds.

As a result the City is now in a position to move those funds into parks, recreational facility improvements to complete the proposed Mario Leal Park Improvements Project.

And what we're doing is moving the funds from water and sewer improvements, $316,102.20 into parks recreational improvements which will be $316,102.20.

COMMISSIONER GARCIA: Additional, right?

MR. CEDILLO: Yes. To the balance now under Precinct #1.

COMMISSIONER GARCIA: What would be the balance?

MR. CEDILLO: The grant total would be $567,901.06.

COMMISSIONER CACERES: $891.06.

MAYOR CASTILLO: $567?

MR. CEDILLO: I came out with $567,901.06.

MAYOR CASTILLO: Okay.

MR. CEDILLO: Okay. Let me give the figure that Cain Caceres gave, $567,891.06.

MAYOR CASTILLO: $891?

MR. CEDILLO: Yes. We'll recalculate the figures, but that's it.

MAYOR CASTILLO: $891.06, okay.

COMMISSIONER CACERES: Oh, $798.

MR. CEDILLO: Yeah.

COMMISSIONER CACERES: Oh, okay.

MR. CEDILLO: Again, the figure is $567,901.06. These funds, these funds as a result of doing the budget approval amendment will be utilized for Mario Leal park improvements. And if there's any comments from the citizens, we can go ahead and close the public hearing.

MAYOR CASTILLO: Okay. If there are no comments, I want to go ahead and close this public hearing.

Okay. Then we will go to Item E, discussion and action to approve budget and program amendment year 22, 2009. I need a motion to either approve or.

COMMISSIONER GARCIA: I make a motion for approval.

COMMISSIONER CACERES: I second.

MAYOR CASTILLO: We have a motion by Oscar Garcia and a second by Cain Caceres to approve the budget amendment. Those in favor signify by saying "Aye."

COUNCIL MEMBERS: Aye.

MAYOR CASTILLO: Those opposed. Motion carries unanimous.

Next item on the agenda is adjournment.

COMMISSIONER CACERES: So moved.

MAYOR CASTILLO: Motion by Cain Caceres.

COMMISSIONER GARCIA: Second.

MAYOR CASTILLO: Seconded by Mr. Garcia. Those in favor signify by saying "Aye."

COUNCIL MEMBERS: Aye.

MAYOR CASTILLO: Those opposed. Motion carries. We are now adjourned at 6:15.

(Proceedings concluded at 6:15 P.M.)

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

I, TERESA R. NAVARRO, Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the above and foregoing all of which occurred in open session on April 1, 2011.

I further certify that this Record of the proceedings truly and correctly reflects the Minutes offered by the respective parties.

I further certify that I am neither counsel for, related to, nor employed by any of the parties in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of this action.

Witness my official hand this 2nd day of April, 2011.



TERESA R. NAVARRO, C.S.R.

Texas CSR No. 3379

Cert. Exp: 12/31/2012

ACE COURT REPORTING SERVICE

Firm Registration No. 476, Exp: 12/31/2011

110 S. 12th Ave., Suite C

Edinburg, Tx 78539

(956) 380-1100 (Office) (866) 380-1135 (Fax)

**AI-26122** **13.C.**

**Street Improvement project - City of Progreso (Addendum #1)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Lupita Garcia |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

1. Urban County Program on behalf of the City of Progreso is requesting waiver of technicality on non-acknowledgement of receipt of Addendum #1 by apparent low bidder in-as-such as it is in the best interest of the City of Progreso and the Urban County Program to do so.

2. Consideration and action to award and enter into a Construction Contract with O.G. Construction Company, LLC (lowest bidder meeting all specifications and/or requirements) for the Street Improvements project located in the City of Progreso, Texas in the amount of $118,049.75 utilizing Year 23 (2010) Street Improvement funds.

### BACKGROUND

The City of Progreso has requested and received bids for the Street Improvements project. R. Gutierrez Engineering Corporation prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on March 23, 2011. After review the project engineer noted that Addendum #1 was not initially included in the Bid Package submitted to the Purchasing Dept. R. Gutierrez Engineering Corporation then proceeded to verify that OG Construction indeed acknowledged the Addendum #1 and that the bid of $118,049.75 included any and all changes that were included in the Addendum #1. O.G. Construction Company LLC, did confirm, and thereafter, R. Gutierrez Engineering Corporation proceeded to recommend the lowest qualified bidder. (See attached recommendation letter from R. Gutierrez Engineering Corporation, LLC, copy of bid tabulation, and letters of clarification from O.G. Construction.) The project consists of the reconstruction of Shelby Avenue.

Contractor: O. G. Construction Company, LLC

Contract Amount: $ 118,049.75

Funds Available: $ 266,404.90 Year 23 (2010) City of Progreso Street Imp.

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Contractor: O. G. Construction Company, LLC

Contract Amount: $ 118,049.75
Funds Available: $ 266,404.90 Year 23 (2010) City of Progreso Street Imp.

## Attachments

Link: progreso street imp.

Link: backup

Link: contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 03:59 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/06/2011 11:19 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber Started On: 04/05/2011 03:25 PM

Final Approval Date: 04/07/2011

# R. Gutierrez Engineering Corporation – Firm 486

March 25, 2011

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

RE: Recommendation for Award – Progreso Street Improvements (Shelby Avenue)
Project No: 5010-65-0311-5000-6500-UPC-GVG

Dear Ms. Serna:

On Wednesday, March 23, 2011, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Five (5) bids were received for this project. The low base bid was for **$118,049.75** from **OG Construction,** from Edinburg, Texas.

In reviewing the bid packages, it was found that the lowest apparent bidder did not submit Addendum #1 with their bid packet. However Addendum #1 was received in our office via email. We also received a letter from the lowest apparent bidder that Addendum #1 was included in their bid amount of **$118,049.75**. Enclosed are copies of the documents received in our office via email. The original documents will be delivered to Urban County by the contractor.

Enclosed are copies as submitted by the O.G. Construction for verification, the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest bidder being **OG Construction,** from Edinburg, Texas, for **$118,049.75.**

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

MAR 25 2011

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

OG CONSTRUCTION COMPANY, L.L.C.

March 24, 2011

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Hidalgo County – Urban County Program
Progresso Street Improvements (Shelby Avenue)
Bid No: 5010-65-0311-5000-6500-UCP-GVG

To Whom It May Concern:

Please be advised that our Total Base Bid Amount submitted did include addendum #1 dated March 15, 2011.

Respectfully,

Omar Felipe Garcia
Managing Member

MAR 28 2011


4021 N. Closner Blvd. Edinburg, Texas 78541

March 15, 2011

_____

**RE: ADDENDUM NO. 1**
**FOR BID No: 5010-65-0311-5000-6500-UCP-GVG "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"URBAN COUNTY"** - request for sealed bids for **"HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet REQUEST FOR BIDS pages 4 and 5.

Acknowledge receipt of **ADDENDUM No. 1** by signing and returning this notice to us VIA FAX AT (956) 782-2558.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 782-2557.

Please be advised that this **ADDENDUM NO. 1 will complete your bid packet for "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Thank you for your prompt attention on this matter.

Diana Serna, UCP Director

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

Ramiro Gutierrez, P.E.
R. Gutierrez Engineering Corporation

MAY 28 2011

# PLAN HOLDERS LIST

## Progreso Street Improvements - Shelby Avenue (City of Progreso - Urban County Program)

Bid Number: 5010-65-0311-5000-6500-UCP-GVG
Prebid Conf.: Tuesday, March 15, 2011 @ 10:20 a.m.
Location: Urban County Program Conference Room, 1916 Tesoro Blvd., Pharr, TX 78577
Bid Opening: Wednesday, March 23, 2011 @ 9:30 a.m.
Location: Hidalgo County Purchasing Department Conference Room, 2802 S. Business Hwy 281, Edinburg, TX 78539

ENG01.056
Deposit Amount: $100.00

| Bid Set No. | Company | Contact Person | Address | City | State | Zip Code | Phone | Fax | Addendum 1 | 2 | 3 | 4 | 5 | Date Issued | Deposit Check | Cash | N.A. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | R. Gutierrez Engineering Corp. | Ramiro Gutierrez | 130 E. Park | Pharr | TX | 78577 | 956-782-2557 | 956-782-2558 | x | | | | | 1-Mar | | | x |
| 2 | Urban County Program | Tony Barco / Lupita Garcia | 1916 Tesoro Blvd | Pharr | TX | 78577 | 956-787-8127 | 956-787-5291 | x | | | | | 1-Mar | | | x |
| 3 | City of Progreso | Alfredo Espinosa | 300 N. FM1015 | Progreso | TX | 78579 | 956-565-0241 | 956-565-1332 | x | | | | | 1-Mar | | | x |
| 4 | AMTEK | John Rugh | 7801 N. Lamar, Ste. A137 | Austin | TX | 78752 | 512-323-0508 | 512-323-0920 | x | | | | | 2-Mar | | | x |
| 5 | A.G.C. | Perry Voughn | 6918 W. Expressway 83 | Harlingen | TX | 78552 | 956-423-4091 | 956-423-0174 | x | | | | | 2-Mar | | | x |
| 6 | Valley Paving | Oscar Cordova | 321 E. 2 Mile Line | Mission | TX | 78574 | 956-585-5908 | 956-584-0057 | x | | | | | 8-Mar | x | | |
| 7 | Alvarez Construction | Robert Vera | 613 W. Furgeson | Donna | TX | 78537 | 965-650-0412 | 956-461-6804 | x | | | | | 3-Mar | | x | |
| 8 | OG Construction | Donald Medina | 4021 N. Closner | Edinburg | TX | 78541 | 956-239-4894 | 956-668-1333 | x | | | | | 7-Mar | x | | |
| 9 | IOC Company | Ernie Villarreal | PO Box 4737 | Edinburg | TX | 78540 | 956-380-2897 | 956-380-4085 | x | | | | | 10-Mar | x | | |
| 10 | Twin Construction | Noe Cavazos | PO Box 470 | Weslaco | TX | 78599 | 956-472-9112 | 956-969-3509 | x | | | | | 14-Mar | x | | |
| 11 | Asago Construction, LLC | Raul Iglesias | 2113 Pecos | Mission | TX | 78572 | 956-607-0741 | 956-585-7040 | x | | | | | 14-Mar | x | | |
| 12 | R&R Paving Co, LLC | Gloria Juarez | P.O. Box 1989 | San Benito | TX | 78586 | 956-399-1809 | 956-399-1566 | x | | | | | 17-Mar | x | | |
| 13 | MF Site Construction | Dean Reaner | P.O. Box 417 | Weslaco | TX | 78599 | 956-447-2814 | 956-973-9184 | x | | | | | 18-Mar | x | | |
| 14 | Sascon | Jason Skloss | 5200 N. 26th Street | McAllen | TX | 78504 | 956-607-6005 | 956-682-2542 | x | | | | | 21-Mar | x | | |
| FTP | CDC | Mary E. McAllister | One Oakbrook Terrace, Ste 510 | Oak Brook Terrace | IL | 60181 | 512-634-5981 | 866-714-9554 | x | | | | | 21-Mar | | | x |
| FTP | Virtual Builder's Exchange | Edith Carmona | 4047 Naco-Perrin Suite 100 | San Antonio | TX | 78217 | 210-564-6900 | 210-564-6902 | x | | | | | 11-Mar | | | x |
| | | | | | | | | | | | | | | | | | |

**Email Addresses**

| | | | |
|---|---|---|---|
| 1 | office@rgutierrezengineering.com | 9 | ernie@ioccompany.com |
| 2 | guadalupe.garcia@ucp.co.hidalgo.tx.us | 10 | twinconstruction@hotmail.com |
| 3 | jormartinez1981@yahoo.com | 11 | asago@rgv.rr.com |
| 4 | austinplanroom@amtekusa.com | 12 | rrpavingco@aol.com |
| 5 | sanjuana@rgvagc.org | 13 | cm@construction-jds.com |
| 6 | valpav@sbcglobal.net | 14 | sascon@aol.com |
| 7 | alvarezconst23@aol.com | FTP | mmcallister@dcdnews.com |
| 8 | omar@ogbuild.com | FTP | edith@virtualbx.com |

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

3/24/2011

**BID TABULATION**
**Progreso Street Improvements - Shelby Street**

**DATE:** 03/23/11
**TIME:** 9:30 A.M.
**LOCATION:**

| Item Number | Estimated Quantity | Unit | Item Description | OG CONSTRUCTION | | MF SITE CONSTRUCTION | | ASAGO CONSTRUCTION | | VALLEY PAVING INC | | R&R PAVING, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Bid | Total Bid | Unit Bid | Total Bid | Unit Bid | Total Bid | Unit Bid | Total Bid | Unit Bid | Total Bid |
| 110 | 1,035.00 | CY | Excavation | $ 6.00 | $ 6,210.00 | $ 8.79 | $ 9,097.65 | $ 12.00 | $ 12,420.00 | $ 12.70 | $ 13,144.50 | $ 5.00 | $ 5,175.00 |
| 164 | 2,273.00 | SY | Cell Fiber Mulch Seed (Temp)(Urban)(Clay) | $ 1.00 | $ 2,273.00 | $ 1.01 | $ 2,295.73 | $ 0.50 | $ 1,136.50 | $ 0.75 | $ 1,704.75 | $ 0.75 | $ 1,704.75 |
| 164 | 2,273.00 | SY | Cell Fiber Mulch Seed (Perm)(Urban)(Clay) | $ 2.00 | $ 4,546.00 | $ 1.62 | $ 3,682.26 | $ 0.50 | $ 1,136.50 | $ 0.75 | $ 1,704.75 | $ 0.75 | $ 1,704.75 |
| 247 | 405.00 | CY | Flexible Base (6") | $ 33.00 | $ 13,365.00 | $ 40.61 | $ 16,447.05 | $ 50.00 | $ 20,250.00 | $ 59.25 | $ 23,996.25 | $ 38.40 | $ 15,552.00 |
| 260 | 2,838.00 | SY | Lime Treated Subgrade (8") | $ 1.50 | $ 4,257.00 | $ 1.43 | $ 4,058.34 | $ 3.00 | $ 8,514.00 | $ 1.75 | $ 4,966.50 | $ 2.50 | $ 7,095.00 |
| 260 | 2,742.00 | SY | Lime New Base (6") | $ 1.00 | $ 2,742.00 | $ 1.11 | $ 3,043.62 | $ 3.00 | $ 8,226.00 | $ 1.50 | $ 4,113.00 | $ 1.25 | $ 3,427.50 |
| 260 | 44.00 | TON | Lime (Ty A or B) | $ 205.00 | $ 9,020.00 | $ 180.80 | $ 7,955.20 | $ 170.00 | $ 7,480.00 | $ 165.00 | $ 7,260.00 | $ 165.00 | $ 7,260.00 |
| 310 | 716.00 | GAL | Prime Coat (MC-30) | $ 5.00 | $ 3,580.00 | $ 9.15 | $ 6,551.40 | $ 7.00 | $ 5,012.00 | $ 7.00 | $ 5,012.00 | $ 4.25 | $ 3,043.00 |
| 340 | 2,388.00 | SY | HMAC Pavement (1.5 Inches) | $ 9.00 | $ 21,492.00 | $ 9.04 | $ 21,587.52 | $ 8.00 | $ 19,104.00 | $ 9.50 | $ 22,686.00 | $ 7.25 | $ 17,313.00 |
| 400 | 12.00 | SY | Cut and Restore Pavement | $ 40.00 | $ 480.00 | $ 56.50 | $ 678.00 | $ 70.00 | $ 840.00 | $ 100.00 | $ 1,200.00 | $ 35.00 | $ 420.00 |
| 432 | 6.60 | CY | Concrete Rip-Rap (CL C) 4" | $ 165.00 | $ 1,089.00 | $ 813.77 | $ 5,370.88 | $ 700.00 | $ 4,620.00 | $ 1,000.00 | $ 6,600.00 | $ 500.00 | $ 3,300.00 |
| 464 | 813.00 | LF | RCP (CL III)(18")(Rubber Gasket) | $ 18.00 | $ 14,634.00 | $ 27.59 | $ 22,430.67 | $ 35.00 | $ 28,455.00 | $ 38.75 | $ 31,503.75 | $ 22.00 | $ 17,886.00 |
| 464 | 57.00 | LF | RCP (CL III)(24")(Rubber Gasket) | $ 30.00 | $ 1,710.00 | $ 40.18 | $ 2,290.26 | $ 70.00 | $ 3,990.00 | $ 45.00 | $ 2,565.00 | $ 32.00 | $ 1,824.00 |
| 464 | 42.00 | LF | RCP (CL III)(30")(Rubber Gasket) | $ 48.00 | $ 2,016.00 | $ 62.31 | $ 2,617.02 | $ 90.00 | $ 3,780.00 | $ 58.50 | $ 2,457.00 | $ 38.00 | $ 1,596.00 |
| 465 | 2.00 | EA | Inlet (TY A) | $ 3,100.00 | $ 6,200.00 | $ 2,305.20 | $ 4,610.40 | $ 3,000.00 | $ 6,000.00 | $ 2,500.00 | $ 5,000.00 | $ 1,900.00 | $ 3,800.00 |
| 465 | 2.00 | EA | Inlet (TY A SPL) | $ 2,100.00 | $ 4,200.00 | $ 4,520.00 | $ 9,040.00 | $ 4,000.00 | $ 8,000.00 | $ 2,500.00 | $ 5,000.00 | $ 1,900.00 | $ 3,800.00 |
| 465 | 1.00 | EA | Manhole TY A | $ 3,500.00 | $ 3,500.00 | $ 3,028.40 | $ 3,028.40 | $ 4,000.00 | $ 4,000.00 | $ 3,250.00 | $ 3,250.00 | $ 2,600.00 | $ 2,600.00 |
| 467 | 2.00 | EA | Safety End Treatments (18")(6:1) | $ 650.00 | $ 1,300.00 | $ 610.20 | $ 1,220.40 | $ 1,000.00 | $ 2,000.00 | $ 850.00 | $ 1,700.00 | $ 650.00 | $ 1,300.00 |
| 502 | 1.50 | LS | Barricades, Signs & Traffic Handling | $ 500.00 | $ 750.00 | $ 3,955.00 | $ 5,932.50 | $ 1,000.00 | $ 1,500.00 | $ 5,500.00 | $ 8,250.00 | $ 800.00 | $ 1,200.00 |
| 506 | 216.00 | LF | Temp Sediment Control Fence | $ 1.00 | $ 216.00 | $ 4.52 | $ 976.32 | $ 2.00 | $ 432.00 | $ 5.00 | $ 1,080.00 | $ 1.75 | $ 378.00 |
| 529 | 1,387.00 | LF | Concrete Curb & Gutter (18 in) | $ 7.25 | $ 10,055.75 | $ 8.89 | $ 12,330.43 | $ 9.00 | $ 12,483.00 | $ 5.85 | $ 8,113.95 | $ 7.25 | $ 10,055.75 |
| 530 | 338.00 | SY | Driveways (Ty PB) | $ 8.00 | $ 2,704.00 | $ 29.30 | $ 9,903.40 | $ 20.00 | $ 6,760.00 | $ 25.00 | $ 8,450.00 | $ 45.00 | $ 15,210.00 |
| 530 | 38.00 | SY | Driveways (Concrete) | $ 45.00 | $ 1,710.00 | $ 37.17 | $ 1,412.46 | $ 35.00 | $ 1,330.00 | $ 150.00 | $ 5,700.00 | $ 45.00 | $ 1,710.00 |
| | | | **TOTAL BASE BID AMOUNT:** | | **$ 118,049.75** | | **$ 156,559.91** | | **$ 167,469.00** | | **$ 175,457.45** | | **$ 127,354.75** |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: March 23, 2011** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "Progreso Street Improvements (Shelby Avenue)**

**BID NO: 5010-65-0311-5000-6500-UCP-GVG** | **PROCUREMENT SPECIALIST:**
**ADDENDUM #1 REQUIRED**

| RFB NO. | Name of Company | Total | ADDENDUM #1 ACKNOWLEDGED | Bid Bond/ Cashier's Check Included |
|---|---|---|---|---|
| 1. | O.G. Construction Co. LLC | $118,049.75 ✓ | NO Addendum Acknowledged | Bid Bond Included |
| 2. | MF Site Construction, Inc. | $154,586.41 × TABULATED → $156,559.91 ✓ | Addendum #1 Acknowledged | Bid Bond Included |
| 3. | Asago Construction | $167,469.00 ✓ | Addendum #1 Acknowledged | Bid Bond Included |
| 4. | Valley Paving, Inc. | $175,457.45 ✓ | Addendum #1 Acknowledged | Bid Bond Included |
| 5. | R & R Paving. LLC | $127,354.75 ✓ | Addendum #1 Acknowledged | Bid Bond Included |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

## R. Gutierrez Engineering Corporation

**Statement of Probable Cost**



**Description:** Plan Estimate
**Project:** SHELBY AVENUE
**By:** RG
**Date:** 01/21/11

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| **ROADWAY QUANTITIES** | | | | | |
| 110 | Excavation (Roadway) | CY | 820.00 | $5.50 | $4,510.00 |
| 164 | Cell Fbr Mlch Seed (Perm)(Rural)(Clay) | SY | 2,273.00 | $2.25 | $5,114.25 |
| 164 | Cell Fbr Mlch Seed (Temp)(Warm) | SY | 2,273.00 | $2.25 | $5,114.25 |
| 247 | Fl Bs (Rdwy Del)(Ty E Gr 4)(Final Pos)(6") | CY | 405.00 | $18.00 | $7,290.00 |
| 260 | Lime Treat(New Base)(6") | SY | 2,742.00 | $2.00 | $5,484.00 |
| 260 | Lime Trt (Exst Matl)(8") | Sy | 2,838.00 | $2.00 | $5,676.00 |
| 260 | Lime (Hyd. Com. Or QK(Slurry) | TON | 43.80 | $150.00 | $6,570.00 |
| 310 | Asphalt Emulsion Prime | Gal | 716.00 | $5.50 | $3,938.00 |
| 340 | Asphalt Material (Type D)(1.5") | SY | 2,388.00 | $8.50 | $20,298.00 |
| 400 | Cut and Restore Pavement | SY | 12.00 | $35.00 | $420.00 |
| 432 | Conc. Riprap (4") | LF | 6.60 | $475.00 | $3,135.00 |
| 464 | RC Pipe (Sewer)(CL III)(18 IN)(SPL) | LF | 813.00 | $26.00 | $21,138.00 |
| 464 | RC Pipe (Sewer)(CL III)(24 IN)(SPL) | LF | 57.00 | $34.00 | $1,938.00 |
| 464 | RC Pipe (Sewer)(CL III)(30 IN)(SPL) | LF | 42.00 | $46.00 | $1,932.00 |
| 465 | Manhole (TY) "A" | EA | 1.00 | $2,500.00 | $2,500.00 |
| 465 | Inlet (TY) "A" | EA | 2.00 | $2,600.00 | $5,200.00 |
| 465 | Inlet (TY) "A" (SPL) | EA | 2.00 | $2,800.00 | $5,600.00 |
| 467 | S.E.T. (6:1)(18") | EA | 2.00 | $750.00 | $1,500.00 |
| 502 | Barricades, Signs and Traffic Handling | MO | 2.00 | $2,500.00 | $5,000.00 |
| 506 | Temporary Sediment Control Fence | LF | 216.00 | $3.50 | $756.00 |
| 529 | Conc. Curb & Gutter (Ty A)(Barrier) | LF | 1,387.00 | $8.00 | $11,096.00 |
| 530 | Conc. Driveway | SY | 38.00 | $40.00 | $1,520.00 |
| 530 | Asphalt Driveway | SY | 338.00 | $20.00 | $6,760.00 |
| | | | | | |
| | | | | | |
| | | | | **TOTAL** | **$132,489.50** |

March 15, 2011

**RE: ADDENDUM NO. 1**
**FOR BID No: 5010-65-0311-5000-6500-UCP-GVG "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"URBAN COUNTY"** - request for sealed bids for **"HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet REQUEST FOR BIDS pages 4 and 5.

Acknowledge receipt of **ADDENDUM No. 1** by signing and returning this notice to us VIA FAX AT (956) 782-2558.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 782-2557.

Please be advised that this **ADDENDUM NO. 1 will complete your bid packet for "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Thank you for your prompt attention on this matter.

Diana R. Serna

Diana Serna, UCP Director

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

Ramiro Gutierrez, P.E.
R. Gutierrez Engineering Corporation

# ADDENDUM NO. 1

**October 18, 2010**

**"HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

**BID NO.: 5010-65-0311-5000-6500-UCP-GVG**
**Bid Opening Date: Wednesday, March 23, 2011**

## PLEASE NOTE CHANGES AS FOLLOWS:

1. **Response to questions received:**
   - Removal of existing concrete pipes is to be considered preparation of Right-of-Way and is not to be paid for directly but shall be considered subsidiary to the various bid items.
   - The proposed concrete riprap at the proposed outfall shown on Sheet 5 of 13 is to be constructed as shown on the plan sheet. It will cover both the west and east banks and the bottom of the existing drain ditch.
   - Bonds are required for this project.
   - Engineer's Estimate for the construction is $132,000.
   - All pipe shall be rubber gasket.
   - Backfill for pipe shall be constructed in 6" lifts and shall be tested for compaction. Compaction requirement shall be 95%.
   - Lime is to be applied to flexible base course at a rate of 2% by weight. Bid items in the bid proposal include items for lime treating 2,838 SY of subgrade, lime treating 2,742 SY of new base, and for supplying 44 Tons of lime.




R. Gutierrez, P.E.

3-15-11

FIRM # F-486

I, _____, acknowledge receipt of **ADDENDUM NO. 1** dated, March 15, 2011, for **BID No: 5010-65-0311-5000-6500-UCP-GVG "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)"**

_____ _____

Printed Bidder Name Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE BID.....**

# CONSTRUCTION CONTRACT

This Agreement, entered into this **12th** day of **April , 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF PROGRESO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **O.G CONSTRUCTION COMPANY, LLC**, a corporation) of Edinburg State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PROJECT NAME:** **City of Progreso– Street Improvements**
**PROJECT #:** **5010-65-0311-5000-6500-UCP-GVG**
**PROJECT DESCRIPTION:** **PROGRESO – 2010 STREET IMPROVEMENTS PROJECT-(Shelby Avenue)**

Hereinafter called the project, for the sum of (**$118,049.75) –One Hundred Eighteen Thousand, forty nine Dollars , and 75 Cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering** entitled the project Architect and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: O.G. Construction, LLC

Address: 4021 N. Closner Avenue
Edinburg, Texas 78539

Fed. I.D. #/S.S. 47-0944347

**STATE OF TEXAS '**
**'**
**COUNTY OF HIDALGO '**

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(Print Name) (Title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

**WITNESS:**

**URBAN COUNTY PROGRAM**

_____

_____
**Diana R. Serna**

**U.C.P. Director**

**AI-26099** **13.D.**

**Award of contracts - Home Rehab program**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Irene Montoya |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

**CAPTION**

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Units in the City of Mercedes and (1) unit in the Countywide area in the amount of $132,779.99 to De Leon Construction.

2. (1) Unit in the City of La Villa, (1) unit in the City of Elsa and (1) unit in the Countywide area in the amount of $129,170.00 to G & G Contactors.

**BACKGROUND**

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on February 8, 2011, January 18, 2011 and November 30, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 30, 2011.

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Urban County funds will be utilized for this project.

## Attachments

Link: bid tab

Link: backup Deleon

Link: backup G & G

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:11 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/07/2011 09:31 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber

Started On: 04/05/2011 08:14 AM

Final Approval Date: 04/07/2011

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 30, 2011 Bid Opening Time: 9:30 am

Description of Bid: Demolition & Reconstruction of One (1) Unit in the city of La Villa, one (1) unit in the city of Elsa, two (2) units in the city of Mercedes, along with two (2) units in the county wide area

GRANT#: M-09-UC-48-0501

| QUALITY INVESTMENTS | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | BERNAL | $44,499.99 | BB INCLUDED |
| 2 | PRESAS | $43,999.99 | BB INCLUDED |
| 3 | GUZMAN | $44,499.99 | BB INCLUDED |
| 4 | GUERRA | $45,999.99 | BB INCLUDED |
| 5 | BARCO | $47,499.99 | BB INCLUDED |
| 6 | ACEVEDO | $53,679.99 | BB INCLUDED |

| G & G CONTRACTORS | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | BERNAL | $42,390.00 | BB INCLUDED |
| 2 | PRESAS | $42,390.00 | BB INCLUDED |
| 3 | GUZMAN | $42,400.00 | BB INCLUDED |
| 4 | GUERRA | $42,390.00 | BB INCLUDED |
| 5 | BARCO | $44,390.00 | BB INCLUDED |
| 6 | ACEVEDO | $52,240.00 | BB INCLUDED |

| DE LEON CONSTRUCTION | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | BERNAL | NO BID | N/A |
| 2 | PRESAS | $41,890.00 | BB INCLUDED |
| 3 | GUZMAN | $41,890.00 | BB INCLUDED |
| 4 | GUERRA | NO BID | N/A |
| 5 | BARCO | NO BID | N/A |
| 6 | ACEVEDO | $48,999.99 | BB INCLUDED |

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of _____ _____, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

**$** _____ Mechanic's Lien Note dated _____, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated _____, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated _____ between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**:** **$** _____

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount

Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this

paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

_____

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

_____

_____

**CONTRACTOR'S SIGNATURE:**

_____

**Hugo De Leon**
**d/b/a DE LEON CONSTRUCTION**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____of HIDALGO COUNTY, on _____**.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____of HIDALGO COUNTY, on _____**.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on _____**.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of _____ **_____, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

**$** _____ Mechanic's Lien Note dated _____, executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated _____, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated _____ between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION**: $** _____

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by

Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the

provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**LENDER'S SIGNATURE:**

**COUNTY OF HIDALGO**

_____

**By: Diana R. Serna**
**Its: Director**

**BORROWER'S SIGNATURE:**

_____

**CONTRACTOR'S SIGNATURE:**

_____

**Rene Garza**
**G& G Contractors**

(Jurat/Individual Acknowledgement)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____of HIDALGO COUNTY, on _____**.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on _____**.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____**, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

**AI-26096** **13.E.**

**Construction contract - TDRA street improvements - Pct. #2**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Carlos Jasso |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

Urban County Program for Precinct No. 2 is requesting consideration and action to award and enter into a construction contract with IOC Company, LLC. (lowest bidder meeting all specifications and/or requirements) for the Texas Department of Rural Affairs (TDRA) street improvements project located in Precinct No. 2 in the amount of $1,022,122.60. The project consists of street improvements within Precinct No. 2 which includes: Cesar Chavez, Eldora, Minnesota and Moore Roads.

### BACKGROUND

Bids were requested and received for Precinct No. 2 street improvements. R. Gutierrez Engineering Corporation prepared the specification packages. Bids were received and opened at the Hidalgo County Purchasing Department on March 30, 2011. After review, the project engineer recommended IOC, LLC as the lowest of three (3) bidders. (See attached recommendation letter from R. Gutierrez Engineering Corporation and copy of bid tabulations.)

Contractor: IOC Company, LLC
Contract Amount: $ 1,022,122.60

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contractor: IOC Company, LLC
Contract Amount: $ 1,022,122.60

## Attachments

Link: contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:11 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/06/2011 01:08 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber Started On: 04/04/2011 03:39 PM

Final Approval Date: 04/07/2011

# CONSTRUCTION CONTRACT

This Agreement, entered into this **12th** day of **April** 20**11** by and between **HIDALGO COUNTY** joined by **Hidalgo County Precinct No. 2** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **IOC Company, LLC.**, (a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

| | |
|---|---|
| **PROJECT NAME:** | **Precinct No. 2 Street Improvements Project for Texas Department of Rural Affairs Disaster Recovery Program (TDRA-DR)** |
| **PROJECT #:** | **6536-91-0309-5100-UCP** |
| **PROJECT DESCRIPTION:** | **TDRA Precinct No. 2- Street/Drainage Improvements Project for Cesar Chavez, Eldora, Minnesota, and Moore Roads.** |

hereinafter called the project, for the sum of (**$ 1,022,122.60) One million Twenty-Two Thousand One Hundred and Twenty Two – Dollars and Sixty Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation.** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract,

subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: IOC Company, LLC.

Address: P.O. Box 4737
Edinburg, Texas 78540

Fed. I.D. #/S.S. #: 36-4576062

**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) (an individual)

_____
Notary Public - Signature

**WITNESS:**

**URBAN COUNTY PROGRAM**

**Diana R. Serna**
**Urban County Director**

**AI-26097** **13.F.**

**Facility Improvements - library (City of La Joya)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Estella Webber, URBAN COUNTY |
| **Submitted For:** | Candace Armenta |
| **Department:** | URBAN COUNTY |
| **Agenda Category:** | Urban County |

## Information

### CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with Alcocer Garcia Associates Design Company, in the amount of $32,559.00, utilizing Year 19 (2006) funds for architectural services for Public Facility Improvements which entails development and construction of a public library for the City of La Joya.

### BACKGROUND

Alcocer Garcia Associates Design Company has submitted a best and final offer for architectural
services for La Joya Public Facility Improvements which entails the development and construction of a public library for the City of La Joya to be located on the corner of Leo Avenue and 5th Street in La Joya, Texas. Alcocer Garcia Associates Design Company was the highest rated firm by Commissioner's Court on September 28, 2010. Contract approval in the amount of $32,559.00 is being requested. See attached scope of services.

| | |
|---|---|
| Contract Amount: | $ 32,559.00 |
| Funds Available: | $ 50,109.59 – FY 19 (2006) Public Facilities |
| | $ 15,000.00 – FY 21 (2008) Public Facilities |
| | $227,011.00 – FY 22 (2009) Public Facilities |
| Total | $292,120.59 |

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

| | |
|---|---|
| Contract Amount: | $ 32,559.00 |
| Funds Available: | $ 50,109.59 – FY 19 (2006) Public Facilities |
| | $ 15,000.00 – FY 21 (2008) Public Facilities |

$227,011.00 – FY 22 (2009) Public Facilities

Total $292,120.59

## Attachments

Link: agreement

Link: scope

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:11 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 04/06/2011 10:46 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Estella Webber

Started On: 04/04/2011 04:29 PM

Final Approval Date: 04/07/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5009-40-0300-5000-6000

## Professional Services Agreement

This Agreement, entered into this **12th day of April 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of La Joya,** (hereinafter called the "Party") and **George Garcia,** duly authorized Architect, herein acting by **Alcocer Garcia Associates Design Company,** (hereinafter called the "Architect").

**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 Architectural Services; and

WHEREAS, the Architect, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and architectural 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 Architect to render certain services in connection therewith;

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

### SECTION I
### EMPLOYMENT OF THE ARCHITECT

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

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, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942 Phone: (512) 305-9000.

### SECTION II
### BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services in connection with the proposed **Public Facility Improvements Project,** Account(s) **5009-40-0300-5000-6000** *(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 architectural 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 Architect, maybe 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 architectural 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 Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect 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 Architects 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, Architect 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 Architect 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 Architect will be responsible for interim and final inspection.

m. Furnish to the Party of **City of La Joya** four (4) sets of plans, four (4) sets of specifications, and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect 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 Architect 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 Architect on the basis of 1.1 times the Architect's 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 Architect 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 Architect services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

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

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

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 Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ARCHITECT

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

6.1 The Architect shall be paid a total fixed amount of **$32,559.00 (thirty two thousand five hundred fifty nine dollars)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect'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 Architect's completion and Party's approval of the Architect'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 Architect's completion and Party's approval of the Architect'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 Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect'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 Architect. Upon receipt of such notice, the Architect 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 Architect 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 Architect a sum of money equal to the reasonable value of the service rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect 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 Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Architect 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 Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Architect 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 Architect shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Architect 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 within ninety (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 Architect as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the Party and the Architect shall be incorporated in written amendments to the Contract.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

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

## SECTION XV
## ASSIGNABILITY

The Architect 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 Architect 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 Architect which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect 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 Architect 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 Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect 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 Architect 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 Architect 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 Architect shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## SECTION XVII
## INSURANCE

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

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of $300,000.00 for bodily injury and $100,000.00 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 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be **12th day of April 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2011.

_____
Architect Signature

**Firm Name:** Alcocer Garcia Associates Design Company

**Address:** 1333 East Jasmine Avenue.

**City/State/Zip:** McAllen, Texas 78501

**FED ID# ISS #:** 26-4262500

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

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

_____ _____
My Commission Expires Notary Public State of Texas

# Urban County Program

_____ _____
**Witness** **Diana R. Serna, UCP Director**

# Exhibit A
# Basic Services of the Architect

# AGA, INC.

ALCOCER GARCIA ASSOCIATES,INC.

February 4, 2011

Mike Alaniz, City Administrator
City of La Joya
P.O. Box H
La Joya, TX 78560

Re: Proposed New Library, City of La Joya, Texas

Dear Mr. Alaniz,

Based on the Scope of Services, cost estimates and preliminary drawings we have provided the City, this is to confirm that the fee for the AGA, Inc. professional services is a fixed stipulated amount of $ 32,559.00, as detailed in our Scope of Services letter dated 2 - 4-11. Please consider this amount our best and final offer.

Sincerely,

George A Garcia

George A. Garcia
Architect

cc: Candace Armenta, Projects Coordinator,
Hidalgo County Urban County Program

FEB 9 2011

AGA,INC. 1333 East Jasmine Avenue McAllen, Texas, 78501 Tel. 956.618.2007 / Fax 618.2008

Project: **Proposed Library, City of La Joya, Texas**

ESTIMATED CONSTRUCTION COST

| | |
|---|---|
| Site Civil: Parking Lot and Water and Sewer Service Lines | $ 53,000 |
| Site Fill & Prep, 400 sq.yds. @ $ 14.50 | 5.800 |
| Foundation, 4,400 sq.ft. @ $ 7.68 | 33,792 |
| Masonry Walls, 2,560 sq.ft. @ $ 9.70 | 24,832 |
| Roof Trusses, 44 @ $ 652.00 | 28,688 |
| Rough Carpentry & Trim, 4,400 sq. ft. @ $ 2.60 | 11,440 |
| Roofing, 53 sqs. @ $ 123.00 | 6,519 |
| Interior Metal Stud Framing & Gyp. Bd., 340 lin..ft. @ $ 16.30 | 5,542 |
| Cabinets, 26 lin.ft. @ $ 245.00 | 6,370 |
| Ceiling Insulation, 4,400 sq.ft. @ $ .62 | 2,728 |
| Joint Sealers | 1,200 |
| Doors / Frames / Finish Hardware, 9 units @ $ 1,460.00 | 13,140 |
| Aluminum Entrances, 1 @ $ 2,216.00 | 2,216 |
| Interior Windows, 2 at $ 305.00 | 610 |
| Door Glass and Glazing, 3 units @ $ 72.00 | 216 |
| Ceramic Tile, 350 sq.ft. @ $ 8.08 | 2,828 |
| Acoustical Ceilings, 4,300 sq,ft, @ $ 2.06 | 8,858 |
| Resilient Flooring & Base, 4,300 sq.ft. @ $ 1.84 | 7,912 |
| Interior Painting,, 4,200 sq. ft. @ $ 1.53 | 6,426 |
| Masonry Water Repellant, 2,580 sq. ft. @ $ 2.04 | 5,263 |
| Markerboards, 1 @ $ 720.00 | 720 |
| Tackboards, 2 @ $ 415.00 | 830 |
| Building Identification Letters & Numbers, 20 @ $ 63.00 | 1,260 |
| Room Identification Signs, 8 @ $ 32.00 | 256 |
| Fire Extinguishers, 2 @ $ 480.00 | 960 |
| Toilet Room Accessories | 1,480 |
| HVAC, 9 tons @ $ 1,700.00 | 15,300 |
| Plumbing, 10 fixtures. @ $ 1,262.00 | 12,620 |
| Electrical, including parking lot lights, 4,200 sq. ft. @ $ 17.00 | 71,400 |
| Supervision, 6 mos. @ $ 3,960.00 | 23,760 |
| Clean-up | 1,500 |
| Contingencies / Allowances | 10,000 |
| Total | $ 367,466 |

ESTIMATED PROJECT COSTS

| | |
|---|---|
| Construction | $ 367,466 |
| Architectural Engineering fee (7.5%) | 27,559 |
| Property survey | 1,200 |
| Printing | 2,600 |
| Accessibility Plan review | 600 |
| Accessibility Post-Construction Inspection | 600 |
| Total | $ 400,025 |

Other Services Required (not included in A/E contract):

1. Geotechnical Borings and Soils Report
2. Parking Lot and Building Materials Sampling and Testing Services

George A. Garcia, Architect
Alcocer Garcia Associates, Inc. 2 - 4 - 11

FEB 9 2011

a.

# AGA, INC.

ALCOCER GARCIA ASSOCIATES

February 4, 2011

Mike Alanis, City Administrator
City of La Joya
101 N. Leo
La Joya, TX 78560

Re: Scope of Architectural / Engineering Services for New La Joya Public Library

Dear Mr. Alanis,

We appreciate this opportunity to be of service to the City of La Joya. Our Scope of Services for the referenced project is based on the following:

Project description: A 1-story, 4,400 square foot building as per attached floor plan.The building is to have a concrete foundation. and load-bearing concrete block exterior walls. The interior partitions to be gypsum wallboard on studs, The interior finishes include vinyl composition tile flooring, ceramic tile flooring at the restrooms and suspended acoustical lay-in ceilings. Building is to have a central air conditioning system and recessed lighting. The project includes the parking area, drives and utilities extensions.

The AGA, Inc. A/E services would be as contained in the standard Urban County Program Professional Services Agreement and include the following Basic Services:

1. Architectural Design and Construction Administration Services Phases
2. Structural Engineering Design and Construction Administration Services
3. Mechanical/Electrical Engineering Design and Construction Administration Services
4. Civil Engineering Design and Construction Administration Services
5. Prepare Bidding Forms and Documents
6. Assist Owner in Receipt of Competitive Bids
7. Evaluate Bids Received
8. Issue Notice of Award and Notice to Proceed to successful Bidder
9. Review project Shop Drawings and Submittals
10. Review and certify General Contractor's Application for Payments
11. Construction inspections and Reports
12. Punch -list inspection(s)
13. Final inspection and close-out documents

Based on the estimated construction cost of $ 367,466.00 (copy attached), the AGA, Inc. Basic Services fee would be a sum of $ 27,559.00 (7.5% of the estimated construction cost). We would also include the following services directly related to the project:

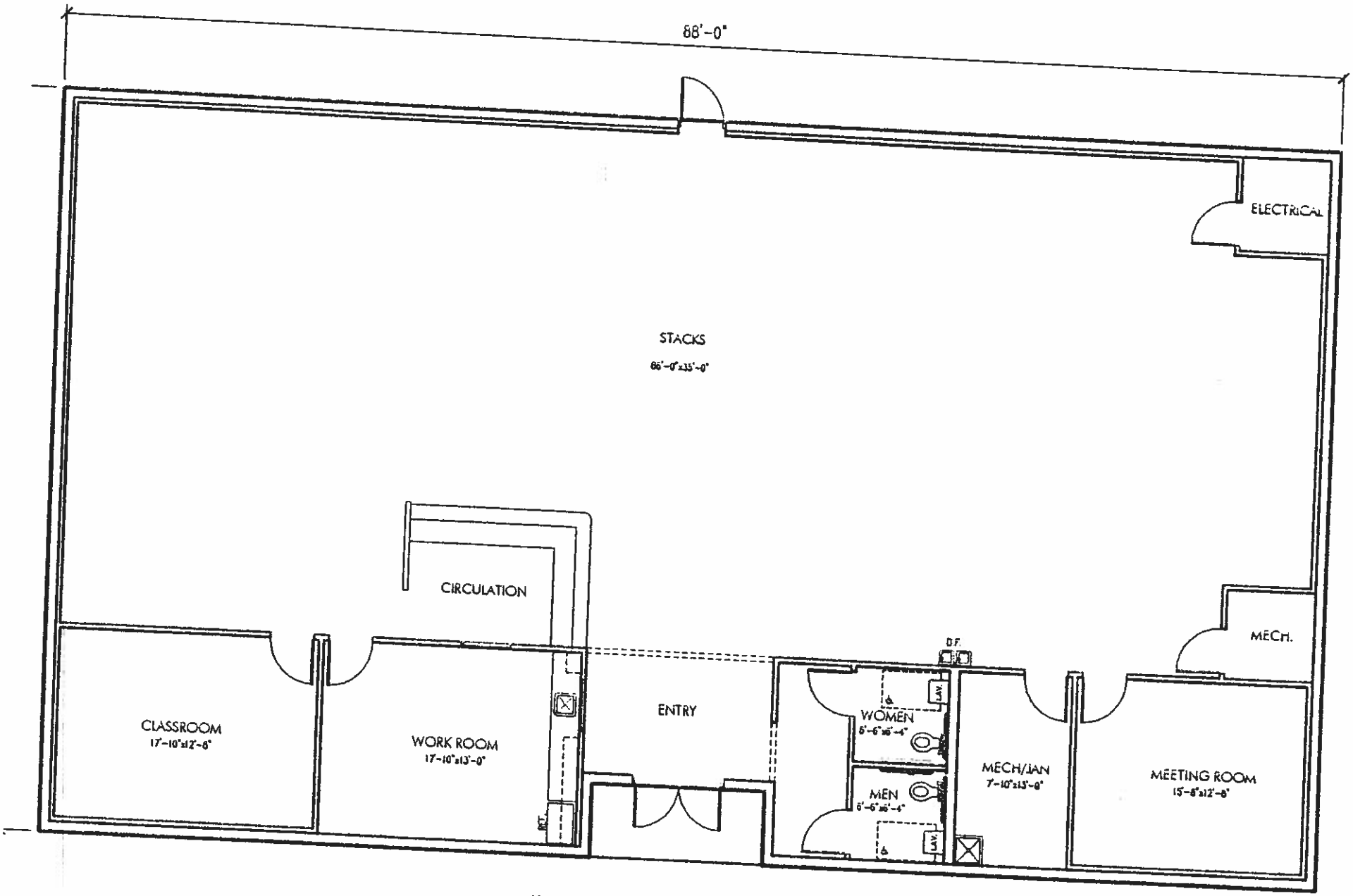
| | |
|---|---|
| Site boundary and topographic survey..... | $ 1,200.00 |
| Printing of plans and specifications (40 sets)..... | 2,600.00 |
| State Accessibility Standards Registration and Plan Review .. | 600.00 |
| State Accessibility Standards Post Construction Inspection .... | 600.00 |
| Total..... | $ 5,000.00 |

The Contract would be $ 27,559 .00 + $ 5,000.00, for a total stipulated fixed sum of $ 32,559.00.

Sincerely,

George A. Garcia, Architect

AGA, INC. 1333 E. Jasmine Ave. McAllen, TX 78501 Tel.: (956) 618-2007 Fax: (956) 618-2008




PRELIMINARY FLOOR PLAN

N.T.S.

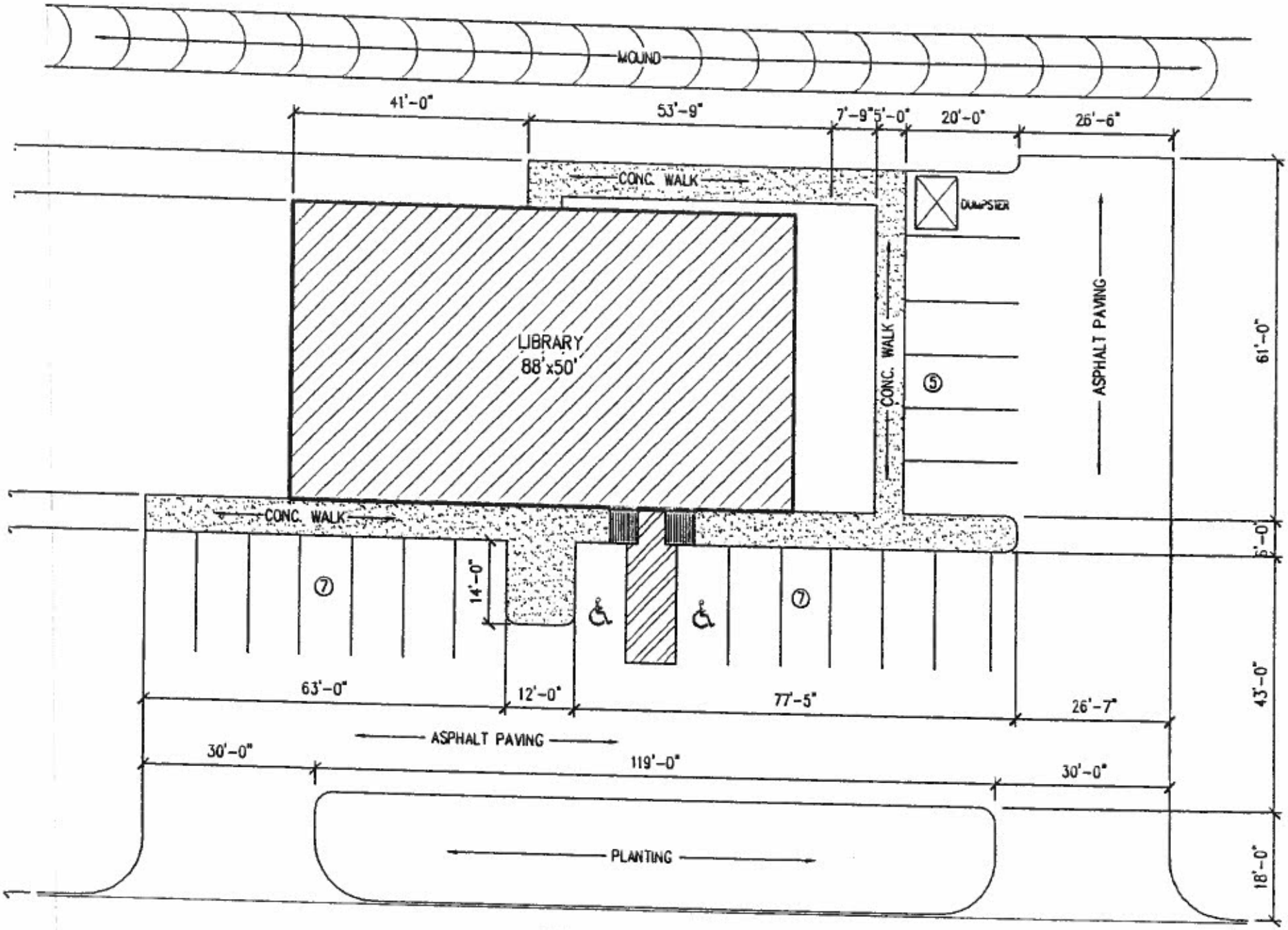
# LA JOYA LIBRARY

## CITY OF LA JOYA, TEXAS

AGA Inc.

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION."

DATE: 1.12.11




NORTH

## PRELIMINARY SITE PLAN

N.T.S.

DESIGNS FOR PAVING BY OWNER'S ENGINEER.

## LA JOYA LIBRARY

PARKING: 19 SPACES

CONCRETE WALK: 1,910 S.F.

ASPHALT PAVING: 10,674 S.F.

AGA Inc.

ARCHITECTS
GEORGE A. GARCIA

DATE: 1-12-11

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION."

**AI-26169** **14.A.**

**Progreso Independent School District - Full Contract**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Amanda Valdez, ELECTIONS DEPT. |
| **Submitted For:** | Yvonne Ramon |
| **Department:** | ELECTIONS DEPT. |
| **Agenda Category:** | Elections Administration **Sub-category:** Elections |

## Information

**CAPTION**

Approval of Full Contract for Election Services between Hidalgo County and Progreso Independent School District for their election to be held on May 14, 2011

**BACKGROUND**

Two (2) originals of Contract for Election Services

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

**BUDGETARY IMPACT:**

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

## Attachments

Link: Progreso ISD - 2011

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 04:39 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 08:09 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:29 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Amanda Valdez Started On: 04/06/2011 04:05 PM

Final Approval Date: 04/07/2011

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

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and PROGRESO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 14, 2011, election of the ENTITY (the "Election"); and

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

WHEREAS, the County agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

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

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

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

> (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

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

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

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

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

## ARTICLE V
## TERM

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

## ARTICLE VI
## COST OF SERVICE AND BILLING

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

6.01 iVotronic Voting Machines:

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

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Mr. Michael Rene Vela
President, Board of Trustees
Progreso ISD
PO Box 610
Progreso, TX 78579

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

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

SIGNED this 31st day of March, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

PROGRESO ISD
ENTITY

BY: _____

PRINT: MR. MICHAEL RENE VELA

TITLE: PRESIDENT, BOARD OF TRUSTEES

ATTEST

BY: _____

PRINT: JUAN J.RAMOS

TITLE: SECRETARY, BOARD OF TRUSTEES

# 2011 Hidalgo County Elections
# Contract Estimate Calculator

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**
**PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

**ELECTION: Progreso ISD School Board Place 4, 5 & 7** **DATE: May 14, 2011**

| | | | | | |
|---|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | | **$150.00** | 1 | $150.00 |
| A | Additional Ballot Style(s) | | **$25.00** | 1 | $25.00 |
| A | Request Change on Programmed Ballot | | **$10.00** | 0 | $0.00 |
| B | Audio Files (Per Contest/Office/Proposition/Question File) | | **$10.00** | 3 | $30.00 |
| C | Audio Files (Per Candidate/Answer) | | **$10.00** | 12 | $120.00 |
| D | Election Media per Polling Location(s) | | **$100.00** | 3 | $300.00 |
| E | iVotronic Voting Machine(s) | | **$150.00** | 5 | $750.00 |
| F | ADA iVotronic Voting Machine(s) | | **$150.00** | 3 | $450.00 |
| G | Delivery/ Pick-up Fee | | **$450.00** | 1 | $450.00 |
| | | | | Total iVotronic Programming Charges | **$2,275.00** |
| 6.02 | **Electronic Poll Book (VoteSafe)** | | **Price** | **Quantity** | **Total** |
| A | Voter Registration Database Access (Per Day) | | **$100.00** | 10 | $1,000.00 |
| B | Laptop Rental (includes Bar Code Scanner/Dymo Printer) | | **$150.00** | 2 | $300.00 |
| C | Printer Labels (per vote) | | **$0.03** | 3189 | $95.67 |
| D | Username/Password - Per Polling Location | | **$20.00** | 3 | $60.00 |
| | | | | Total Electronic Poll Book Charges | **$1,455.67** |
| 6.03 | **Poll Book** | | **Price** | **Quantity** | |
| | Printing of Poll Book(s) | | | 0 | |
| | | | | Total Poll Book Charges | $0.00 |
| 6.04 | **Training** | **Workers** | **Price** | **Hour** | **Total** |
| | iVotronic scheduled trainings (per person, per hour) | 11 | **$7.00** | 3 | $231.00 |
| | | | | Total Training Charges | $231.00 |
| 6.05 | **Supplies** | | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | | **$0.55** | 100 | $55.00 |
| | Election Day Combination Forms | | **$0.55** | 100 | $55.00 |
| | Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags) | | **$35.00** | 1 | $35.00 |
| | Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags) | | **$35.00** | 2 | $70.00 |
| | Polling Location Map(s) | | **$17.00** | 3 | $51.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots | | **$0.20** | 100 | $20.00 |
| | | | | Total Supplies Charges | $286.00 |
| 6.06 | **Mail in Ballots Service** | | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | | **$0.25** | 600 | $150.00 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | | **$0.40** | 300 | $120.00 |
| | Mail-in-Ballots Kit(s) per request | | **$2.00** | 150 | $300.00 |
| | Postage Mail-in-Ballots (per request) | | **$0.61** | 150 | $91.50 |
| | | | | Total Mail-in Ballot Service Charges | **$661.50** |
| 6.07 | **Advertisements/Notices** | | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | | **$1,000.00** | 1 | $1,000.00 |
| | Local newspaper | | | 0 | $0.00 |
| | | | | Total Advertisement/Notice Charges | **$1,000.00** |
| 6.08 | **Polling Location Rental Fees** | | **Price** | **Quantity** | **Total** |
| | | | | 0 | $0.00 |
| | | | | Total Polling Location Rental Charges | **$0.00** |
| 6.09 | **Payroll for Election Workers** | | | **Price** | **Total** |
| | Payroll for Early Voting Employees | | | **$3,325.00** | $3,325.00 |
| | Payroll for Election Day Employees | | | **$920.00** | $920.00 |
| | | | | Total Payroll Charges | $4,245.00 |
| 6.10 | **Ballot Board** | | **Price** | **Quantity** | **Total** |
| | Ballot Board (Other Entities) | | **$150.00** | 1 | $150.00 |
| | | | | Total Ballot Board Charges | **$150.00** |
| 6.11 | **Canvass Reports** | | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | | **$0.00** | 1 | $0.00 |
| | Additional Canvass Reports | | **$50.00** | | |
| | | | | Total Canvass Report Charges | $0.00 |
| 6.12 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | **$ 9.00** | 1 | 100 | $1.80 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | **$ 8.00** | 3 | 300 | $14.40 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | **$ 9.00** | 2 | 30 | $1.08 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | **$ 8.00** | 5 | 75 | $6.00 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | Total Insurance Charges | $23.28 |
| 6.13 | **Cell Phones** | | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | | **$17.52** | 2 | $35.04 |
| | | | | Total Cell Phone Charges | $35.04 |
| 6.14 | | | | **Subtotal** | $10,362.49 |
| | | | | **Administrative Fees (10%)** | $1,036.25 |
| | | | | **ESTIMATED GRAND TOTAL** | $11,398.74 |

**AI-26166** **14.B.**

**City of Edcouch - Lease Contract**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Amanda Valdez, ELECTIONS DEPT. |
| **Department:** | ELECTIONS DEPT. |
| **Agenda Category:** | Elections Administration **Sub-category:** Elections |

## Information

### CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and the City of Edcouch for their election to be held on May 14, 2011

### BACKGROUND

One (1) original of Contract for Election Services

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

### BUDGETARY IMPACT:

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

## Attachments

Link: City of Edcouch - 2011

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 04:39 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 08:05 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:28 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Amanda Valdez Started On: 04/06/2011 03:55 PM

Final Approval Date: 04/07/2011

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

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

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

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

## ARTICLE V
## TERM

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

## ARTICLE VI
## COST OF SERVICE AND BILLING

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

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and
F. $150.00 leasing fee for each ADA iVotronic;
G. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
H. Fee for Voter Registration List(s) in CD format;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. No request for Electronic Poll Book.

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón

Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Jose Campos
City Manager
City of Edcouch
P O Box 100
Edcouch, TX 78538

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

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

SIGNED this 31st day of March, 2011

APPROVAL COUNTY OF HIDALGO:

CITY OF EDCOUCH
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

BY: _____

PRINT: MR. JOSE CAMPOS

TITLE: CITY MANAGER

ATTEST CITY MANAGER'S SIGNATURE:

BY: Nancy Sanchez

PRINT: Nancy Sanchez

TITLE: Finance Director

# 2010 Hidalgo County Elections
# Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

| ELECTION: City of Edcouch<br>Mayor, Alderman Place 1 & 2 | DATE: May 14, 2011 |
|---|---|

| 6.01 | Programming Services for iVotronic | Price | Quantity | Total |
|---|---|---|---|---|
| A | Base Charge: Ballot Programming | $150.00 | 1 | $150.00 |
| A | Additional Ballot Style(s) | $25.00 | 1 | $25.00 |
| A | Request Change on Programmed Ballot | $10.00 | 1 | $10.00 |
| B | Audio Files (Per Contest/Office/Proposition/Question File) | $10.00 | 4 | $40.00 |
| C | Audio Files (Per Candidate/Answer) | $10.00 | 16 | $160.00 |
| D | Election Media per Polling Location(s) | $100.00 | 2 | $200.00 |
| E | iVotronic Voting Machine(s) | $150.00 | 4 | $600.00 |
| F | ADA iVotronic Voting Machine(s) | $150.00 | 2 | $300.00 |
| G | Delivery/Pick-up Fee | $450.00 | 1 | $450.00 |
| H | Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request | $17.50 | 1 | $17.50 |
| | | | Total iVotronic Programming Charges | $1,952.50 |

| 6.02 | Early Voting Electronic Poll Book (VoteSafe) | Price | Quantity | Total |
|---|---|---|---|---|
| | Voter Registration Database (Per Day) | $100.00 | 0 | $0.00 |
| | Laptop Rental | $0.00 | 0 | $0.00 |
| | Dymo Printer Rental | $4.35 | 0 | $0.00 |
| | Printer Labels (per vote) | $0.03 | 0 | $0.00 |
| | Username/Password - Per Polling Location | $20.00 | 0 | $0.00 |
| | | | Total Electronic Poll Book Charges | $0.00 |

| 6.03 | Poll Book | Price | Quantity | Total |
|---|---|---|---|---|
| | PDF CD File | $17.50 | 1 | $17.50 |
| | | | Total Poll Book Charges | $17.50 |

| 6.04 | Training | Price | Quantity | Total |
|---|---|---|---|---|
| | iVotronic scheduled trainings (per person, per hour) | $0.00 | 1 | $0.00 |
| | On-site non-scheduled iVotronic training (2 Trainers) | $100.00 | 0 | $0.00 |
| | | | Total Training Charges | $0.00 |

| 6.05 | Supplies | Price | Quantity | Total |
|---|---|---|---|---|
| | Provisional Bag(s) | $2.00 | 0 | $0.00 |
| | Small Ballot Box(es) | $5.00 | 0 | $0.00 |
| | Large Ballot Box(es) | $10.00 | 0 | $0.00 |
| | Seals (10 per Pack) | $1.79 | 0 | $0.00 |
| | Combination Forms (10 per Pack) | $2.00 | 0 | $0.00 |
| | Table Top Booth(s) (For Provisional Voting) | $2.00 | 0 | $0.00 |
| | Polling Location Map(s) | $17.00 | 0 | $0.00 |
| | | | Total Supplies Charges | $0.00 |

| 6.06 | | |
|---|---|---|
| | Subtotal | $1,970.00 |
| | Administrative Fees (10%) | $197.00 |
| | ESTIMATE GRAND TOTAL | $2,167.00 |

**NOTE: Not all supplies are inclusive**

**AI-26167** **14.C.**

**City of Sullivan - Full Contract**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Amanda Valdez, ELECTIONS DEPT. |
| **Submitted For:** | Yvonne Ramon |
| **Department:** | ELECTIONS DEPT. |
| **Agenda Category:** | Elections Administration **Sub-category:** Elections |

## Information

### CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Sullivan for their election to be held on May 14, 2011

### BACKGROUND

Two (2) originals of Contract for Election Services

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

### BUDGETARY IMPACT:

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

## Attachments

Link: Sullivan City - 2011

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 04:39 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 08:06 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:29 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Amanda Valdez Started On: 04/06/2011 04:00 PM

Final Approval Date: 04/07/2011

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 14, 2011, election of the ENTITY (the "Election"); and

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

WHEREAS, the County agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in

connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

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

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

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

> (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

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

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses

directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

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

6.01 iVotronic Voting Machines:

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

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Mr. Rosendo Benavides
Mayor
City of Sullivan
PO Box 249
Sullivan, TX 78595

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the

written subject matter.

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

SIGNED this 17th day of March, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF SULLIVAN
ENTITY

BY: _____

PRINT: MR. ROSENDO BENAVIDES

TITLE: MAYOR

ATTEST MAYOR SIGNATURE:

BY: _____

PRINT: Nestor Mata

TITLE: Interim City Manager

# 2011 Hidalgo County Elections
# Contract Estimate Calculator

EXHIBIT A

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**
**PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

**ELECTION: City of Sullivan Council Member Place 1, 2 & 4** — **DATE: May 14, 2011**

| | | | | | |
|---|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | | $150.00 | 1 | $150.00 |
| A | Additional Ballot Style(s) | | $25.00 | 1 | $25.00 |
| A | Request Change on Programmed Ballot | | $10.00 | 1 | $10.00 |
| B | Audio Files (Per Contest/Office/Proposition/Question File) | | $10.00 | 3 | $30.00 |
| C | Audio Files (Per Candidate/Answer) | | $10.00 | 12 | $120.00 |
| D | Election Media per Polling Location(s) | | $100.00 | 2 | $200.00 |
| E | iVotronic Voting Machine(s) | | $150.00 | 5 | $750.00 |
| F | ADA iVotronic Voting Machine(s) | | $150.00 | 2 | $300.00 |
| G | Delivery/ Pick-up Fee | | $450.00 | 1 | $450.00 |
| | | | | Total iVotronic Programming Charges | $2,035.00 |
| 6.02 | **Electronic Poll Book (VoteSafe)** | | **Price** | **Quantity** | **Total** |
| A | Voter Registration Database Access (Per Day) | | $100.00 | 9 | $900.00 |
| B | Laptop Rental (includes Bar Code Scanner/Dymo Printer) | | $150.00 | 2 | $300.00 |
| C | Printer Labels (per vote) | | $0.03 | 1171 | $35.13 |
| D | Username/Password - Per Polling Location | | $20.00 | 2 | $40.00 |
| | | | | Total Electronic Poll Book Charges | $1,275.13 |
| 6.03 | **Poll Book** | | **Price** | **Quantity** | |
| | Printing of Poll Book(s) | | | 0 | |
| | | | | Total Poll Book Charges | $0.00 |
| 6.04 | **Training** | **Workers** | **Price** | **Hour** | **Total** |
| | iVotronic scheduled trainings (per person, per hour) | 8 | $7.00 | 3 | $168.00 |
| | | | | Total Training Charges | $168.00 |
| 6.05 | **Supplies** | | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | | $0.55 | 150 | $82.50 |
| | Election Day Combination Forms | | $0.55 | 150 | $82.50 |
| | Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags) | | $35.00 | 1 | $35.00 |
| | Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags) | | $35.00 | 1 | $35.00 |
| | Polling Location Map(s) | | $17.00 | 2 | $34.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots | | $0.20 | 100 | $20.00 |
| | | | | Total Supplies Charges | $289.00 |
| 6.06 | **Mail in Ballots Service** | | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | | $0.25 | 300 | $75.00 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | | $0.40 | 200 | $80.00 |
| | Mail-in-Ballots Kit(s) per request | | $2.00 | 150 | $300.00 |
| | Postage Mail-in-Ballots (per request) | | $0.61 | 150 | $91.50 |
| | | | | Total Mail-in Ballot Service Charges | $546.50 |
| 6.07 | **Advertisements/Notices** | | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | | $1,000.00 | 1 | $1,000.00 |
| | Local newspaper | | | | |
| | | | | Total Advertisement/Notice Charges | $1,000.00 |
| 6.08 | **Polling Location Rental Fees** | | **Price** | **Quantity** | **Total** |
| | | | | 0 | $0.00 |
| | | | | Total Polling Location Rental Charges | $0.00 |
| 6.09 | **Payroll for Election Workers** | | **Price** | | **Total** |
| | Payroll for Early Voting Employees | | $3,325.00 | | $3,325.00 |
| | Payroll for Election Day Employees | | $520.00 | | $520.00 |
| | | | | Total Payroll Charges | $3,845.00 |
| 6.10 | **Ballot Board** | | **Price** | **Quantity** | **Total** |
| | Ballot Board (Other Entities) | | $150.00 | 1 | $150.00 |
| | | | | Total Ballot Board Charges | $150.00 |
| 6.11 | **Canvass Reports** | | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | | $0.00 | | $0.00 |
| | Additional Canvass Reports | | $50.00 | | |
| | | | | Total Canvass Report Charges | $0.00 |
| 6.12 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | $ 9.00 | 1 | 100 | $1.80 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | $ 8.00 | 3 | 300 | $14.40 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | $ 9.00 | 1 | 15 | $0.27 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | $ 8.00 | 3 | 45 | $2.16 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | Total Insurance Charges | $18.63 |
| 6.13 | **Cell Phones** | | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | | $17.52 | 2 | $35.04 |
| | | | | Total Cell Phone Charges | $35.04 |
| 6.14 | | | | **Subtotal** | $9,362.30 |
| | | | | **Administrative Fees (10%)** | $936.23 |
| | | | | **ESTIMATED GRAND TOTAL** | $10,298.53 |

**AI-26161** **14.D.**

**City of Progreso - Full Contract**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Amanda Valdez, ELECTIONS DEPT. |
| **Submitted For:** | Yvonne Ramon |
| **Department:** | ELECTIONS DEPT. |
| **Agenda Category:** | Elections Administration **Sub-category:** Elections |

## Information

### CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Progreso for their election to be held on May 14, 2011

### BACKGROUND

One (1) original of Contract for Election Services

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

### BUDGETARY IMPACT:

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

## Attachments

Link: City of Progreso - 2011

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 04:38 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 07:57 AM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:27 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Amanda Valdez Started On: 04/06/2011 03:36 PM

Final Approval Date: 04/07/2011

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

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

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 14, 2011, election of the ENTITY (the "Election"); and

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

WHEREAS, the County agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be

rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in

connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

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

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

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

> (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

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

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses

directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

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

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

## ARTICLE V
## TERM

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

## ARTICLE VI
## COST OF SERVICE AND BILLING

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

6.01 iVotronic Voting Machines:

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

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Mr. Omar Vela
Mayor
City of Progreso
PO Box 699
Progreso, TX 78579

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the

written subject matter.

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

SIGNED this 12th day of April, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF PROGRESO
ENTITY

BY: _____

PRINT: MR. OMAR VELA
TITLE: MAYOR

ATTEST MAYOR'S SIGNATURE:

BY: Alfredo Espinosa

PRINT: Alfredo Espinosa

TITLE: city manager

# 2011 Hidalgo County Elections
# Contract Estimate Calculator

EXHIBIT A

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**
**PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

| | ELECTION: City of Progreso Proposition | DATE: May 14, 2011 | | | |
|---|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | | **$150.00** | 1 | $150.00 |
| A | Additional Ballot Style(s) | | **$25.00** | 1 | $25.00 |
| A | Request Change on Programmed Ballot | | **$10.00** | 1 | $10.00 |
| B | Audio Files (Per Contest/Office/Proposition/Question File) | | **$10.00** | 1 | $10.00 |
| C | Audio Files (Per Candidate/Answer) | | **$10.00** | 4 | $40.00 |
| D | Election Media per Polling Location(s) | | **$100.00** | 2 | $200.00 |
| E | iVotronic Voting Machine(s) | | **$150.00** | 4 | $600.00 |
| F | ADA iVotronic Voting Machine(s) | | **$150.00** | 2 | $300.00 |
| G | Delivery/ Pick-up Fee | | **$450.00** | 1 | $450.00 |
| | | | | Total iVotronic Programming Charges | $1,785.00 |
| 6.02 | **Electronic Poll Book (VoteSafe)** | | **Price** | **Quantity** | **Total** |
| A | Voter Registration Database Access (Per Day) | | **$100.00** | 9 | $900.00 |
| B | Laptop Rental (includes Bar Code Scanner/Dymo Printer) | | **$150.00** | 1 | $150.00 |
| C | Printer Labels (per vote) | | **$0.03** | 2868 | $86.04 |
| D | Username/Password - Per Polling Location | | **$20.00** | 2 | $40.00 |
| | | | | Total Electronic Poll Book Charges | $1,176.04 |
| 6.03 | **Poll Book** | | **Price** | **Quantity** | |
| | Printing of Poll Book(s) | | | 0 | |
| | | | | Total Poll Book Charges | $0.00 |
| 6.04 | **Training** | **Workers** | **Price** | **Hour** | **Total** |
| | iVotronic scheduled trainings (per person, per hour) | 10 | **$7.00** | 3 | $210.00 |
| | | | | Total Training Charges | $210.00 |
| 6.05 | **Supplies** | | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | | **$0.55** | 150 | $82.50 |
| | Election Day Combination Forms | | **$0.55** | 150 | $82.50 |
| | Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags) | | **$35.00** | 1 | $35.00 |
| | Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags) | | **$35.00** | 1 | $35.00 |
| | Polling Location Map(s) | | **$17.00** | 2 | $34.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots | | **$0.20** | 100 | $20.00 |
| | | | | Total Supplies Charges | $289.00 |
| 6.06 | **Mail in Ballots Service** | | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | | **$0.25** | 100 | $25.00 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | | **$0.40** | 300 | $120.00 |
| | Mail-in-Ballots Kit(s) per request | | **$2.00** | 200 | $400.00 |
| | Postage Mail-in-Ballots (per request) | | **$0.61** | 200 | $122.00 |
| | | | | Total Mail-in Ballot Service Charges | $667.00 |
| 6.07 | **Advertisements/Notices** | | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | | **$1,000.00** | 1 | $1,000.00 |
| | Local newspaper | | | 0 | $0.00 |
| | | | | Total Advertisement/Notice Charges | $1,000.00 |
| 6.08 | **Polling Location Rental Fees** | | **Price** | **Quantity** | **Total** |
| | | | | 0 | $0.00 |
| | | | | Total Polling Location Rental Charges | $0.00 |
| 6.09 | **Payroll for Election Workers** | | | **Price** | **Total** |
| | Payroll for Early Voting Employees | | | **$4,125.00** | $4,125.00 |
| | Payroll for Election Day Employees | | | **$640.00** | $640.00 |
| | | | | Total Payroll Charges | $4,765.00 |
| 6.10 | **Ballot Board** | | **Price** | **Quantity** | **Total** |
| | Ballot Board (Other Entities) | | **$150.00** | 1 | $150.00 |
| | | | | Total Ballot Board Charges | $150.00 |
| 6.11 | **Canvass Reports** | | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | | **$0.00** | 1 | $0.00 |
| | Additional Canvass Reports | | **$50.00** | 0 | $0.00 |
| | | | | Total Canvass Report Charges | $0.00 |
| 6.12 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | **$ 9.00** | 1 | 100 | $1.80 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | **$ 8.00** | 4 | 400 | $25.60 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | **$ 9.00** | 1 | 100 | $1.80 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | **$ 8.00** | 4 | 400 | $25.60 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | Total Insurance Charges | $54.80 |
| 6.13 | **Cell Phones** | | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | | **$17.52** | 2 | $35.04 |
| | | | | Total Cell Phone Charges | $35.04 |
| 6.14 | | | | **Subtotal** | $10,131.88 |
| | | | | **Administrative Fees (10%)** | $1,013.19 |
| | | | | **ESTIMATED GRAND TOTAL** | $11,145.07 |

**AI-26094** **15.A.**

**Proclamation**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Linda Galaviz, HEAD START |
| **Submitted For:** | Edmundo Garcia |
| **Department:** | HEAD START |
| **Agenda Category:** | Head Start |

## Information

### CAPTION

Proclamation for Week of the Young Child

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Proclamation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 08:08 AM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/06/2011 03:50 PM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:10 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Linda Galaviz — Started On: 04/04/2011 03:24 PM

Final Approval Date: 04/07/2011

# PROCLAMATION

**WHEREAS,** the “Week of the Young Child” is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 90,000 members and a network of over 300 local, state, and regional Affiliates; and

**WHEREAS,** the purpose of the “Week of the Young Child” is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs; and

**WHEREAS,** the Hidalgo County Head Start Program under the leadership of the County Commissioners’ and Policy Council, share a vision of dedicated services to the economic and social well-being of children and families and are committed to their safety, education and healthy development, with strong community support; and

**WHEREAS,** the Hidalgo County Head Start Program under the leadership of the Commissioner’s Court and the Policy Council, provides quality services to 3,690 children between the ages of 3-5 from the neediest families in the County of Hidalgo; and

**WHEREAS,** these services are in the area of education, health, dental health , mental health, nutrition, special and social services; and

**WHEREAS,** the Hidalgo County Head Start program encourages families to engage in family and community activities that encourage children to explore and develop confidence and literacy skills; and

**WHEREAS,** the designation of a week of special recognition for the children of Hidalgo County will provide an opportunity for caregivers to reflect on the children’s future;

***NOW, THEREFORE*, BE IT PROCLAIMED that the Hidalgo County Commissioners’ Court hereby** issues the Proclamation recognizing **April 18th through the 21st of 2011 “Week of the Young Child”** in Hidalgo County, Texas, and encourage all citizens to work together to help provide children with the support they need to develop skills and confidence, and to find the inner strength and the will and fire of the human spirit to make their dreams come true.

Dated this 12th day of April, 2011.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner Pct. 1

_____
HECTOR “TITO” PALACIOS
County Commissioner Pct. 2

_____
JOE M. FLORES
County Commissioner Pct. 3

_____
JOSEPH PALACIOS
County Commissioner Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

**AI-26095** **15.B.**

# Week of the Young Child Celebration

## CC REGULAR

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Linda Galaviz, HEAD START |
| **Submitted For:** | Edmundo Garcia |
| **Department:** | HEAD START |
| **Agenda Category:** | Head Start |

## Information

### CAPTION

Week of the Young Child Celebration - April 18th-21st, 2011

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Week of the Young Child

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 08:08 AM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/06/2011 03:50 PM | APRV |
| 3 | Auditor's Office | Arcilia Duran | 04/07/2011 03:10 PM | APRV |
| 4 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Linda Galaviz — Started On: 04/04/2011 03:26 PM

Final Approval Date: 04/07/2011

# Hidalgo County Head Start Program

# Week of the Young Child Celebration

## Here Comes Peter Cottontail

José "Pepe" Salinas
Memorial Civic Center
1011 W. Kelly
Pharr, Tx 78577

April 18th-21st, 2011

9:45 am-1:30 pm



DINOSAUR HUNT SLIDES HORSE SHOE

READING BOOTHS AMERICAN IDOLS MR.BUBBLES

BASKETBALL SHOTS T-BALL BOSQUE MISTICO

PUPPET SHOW ARTS AND CRAFTS PAINTING OUTDOORS

PEDAL CARS TRICYCLE COURSE MOON JUMPS

BEAN BAG TOSS PLAY CLAY HAY RIDES COLOR SNAP

GIVE ME 5 FACE PAINTING GOLF PARACHUTING

**AI-26121** **16.A.**

**Approval of Payment- LJ Drainage Project**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Sandra Garcia, RIGHT OF WAY DEPT. |
| **Submitted For:** | Sandra Garcia |
| **Department:** | RIGHT OF WAY DEPT. |
| **Agenda Category:** | Right of Way |

## Information

**CAPTION**

Consideration and approval to purchase a certain tract of land described as Parcel # 8-A LJ Drainage Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1339-431-00-122-038-0-711

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

**BUDGETARY IMPACT:**

Available funds as of 4/7/11.

## Attachments

Link: Attachment

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 03:59 PM | APRV |
| 2 | Olga Garza | Olga Garza | 04/07/2011 09:07 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |
| Form Started By: Sandra Garcia | | | Started On: 04/05/2011 03:11 PM | |
| Final Approval Date: 04/07/2011 | | | | |

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

October 30, 2009

Texas State Bank,
Custodian FBO Gary L. Jackson
P. O. Box 4797
McAllen, Texas 78502-4797

RE: L J Drainage Project Parcel # 8-A
Being a 1.32 acre tract of land out of the East 10-ac
lot 8 Block 49 Alamo Land & Sugar Co. S/D

Dear Sir,

The Commissioners' Court of Hidalgo County has authorized me to make an offer of **$ 27,045.00** for the property to be acquired under the above captioned parcel for right of way purposes in connection with the LJ Drainage Project.

**BREAKDOWN**

| | | |
|---|---|---|
| Land 1.084 acres | @ $ 22,500 per acre (As Fee Simple) | $ 24,390.00 |
| Land 0.230 acres | @ $ 11,250 per acre (As Easement) | $ 2,655.00 |
| **TOTAL OFFER** | | **$ 27,045.00** |

29,500

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award at which will be filed with the court. The Commissioners' Court may then deposit the amount of the award, at which time the County of Hidalgo may take possession of the property involved. If either you or the Commissioners' Court is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently tried before the County Court at Law as in other civil cases.

Should you have any questions or comments, please feel free to contact me at (956) 283-8134 Ext. 2407.

Sincerely yours,

Lupe Rodriguez
Right of Way Agent
Hidalgo County ROW Dept.

To Close I would like to have #29,500. for the property.

Gary D. Jackson
9/10/09

Cc: Commissioner Hector "Tito" Palacios, Jose N. Pena, Director of Right of Way

GARY JACKSON

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

# *MEMO*

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: December 10, 2009

RE: L J Drainage Project Parcel 8-A
Gary Jackson (Texas State Bank)

==========

Gary Jackson has requested counter on a final amount to be approved. Please consider.

A copy of a hand written request is enclosed.

Thank you.

| | |
|---|---|
| Appraised Value: | $ 27,045.00 |
| Amount requested: | $ 29,500.00 |
| Difference; | $ 2,455.00 |

Approved; _____ 12/15/09

Not Approved: _____

# REAL ESTATE APPRAISAL REPORT
## TEXAS DEPARTMENT OF TRANSPORTATION

| | | | |
|---|---|---|---|
| Address of Property: | Located along the north line of Minnesota Road, west of Tower Road, Hidalgo County, Texas. | District<br>ROW CSJ: | Pharr<br>N/A |
| Property Owner: | Texas State Bank, Custodian FBO Gary L. Jackson IRA | Parcel: | 8A (Revised 10/06/09) |
| Address of Property Owner: | P.O. Box 4797 McAllen, Texas 78502-4797 | Federal Project No: | N/A |

Occupant's Name: NA

Whole: ☐ Partial: ☑ Acquisition Highway: LJ Drainage Project 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.

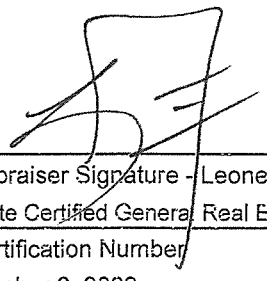
### Market Value

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 $27,045.00 as of July 24, 2009, based upon my independent appraisal and the exercise of my professional judgment; on July 24, 2009 FBO Gary L. Jackson IRA, the property owner or the representative 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 May 4, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, 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 noncompensable 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 - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

October 6, 2009

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

## Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

## Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between Owassa Road and Minnesota Road, from Cesar Chavez Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Lupe Rodriguez is the right-of-way agent of which has a local office located at 509 E Earling Road, San Juan, Texas. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Rodriguez can be contacted at (956) 283-8134.

## Scope of the Assignment

By work order dated July 7, 2009, on behalf of Hidalgo County Precinct No. 2, Lupe Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road Owassa Road.

## Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

## Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

## Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

## Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along northern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

## Economic Unit Analysis

The subject property shall be analyzed based on a 10.0 acre tract of land as described by survey. Any existing road right-of-way indicated along Minnesota Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated July 6, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 7.47 acres to 15.01 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

## Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 1.320 acres (57,499 square feet) of which of 0.236 acres is encumbered by an existing H.C.I.D. No. 2 Irrigation easement, leaving an net 1.084 acres (47,219 square feet) of land owned in fee simple. The proposed acquisition is located along the northern property line of the subject property which fronts along Minnesota Road of which access will not be inhibited. The proposed acquisition has approximately 330.00' lineal feet of frontage along the southern side of a drainage canal located along the northern boundary of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Minnesota Road. This highest and best use is further explained on page 1.4 of this report.

| | |
|---|---|
| **To Be Acquired** | **1.3200 Acres** |
| | **57,499 S.F.** |

**Legal Description of the Part To Be Acquired**
A 1.320 acre tract of land out of the East 10.0 acres of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24 - 26, Map Records, Hidalgo County, Texas.

**Remainder Before and After Acquisition**
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

**Property Tax Information**
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Texas State Bank, Custodian FBO Gary L Jackson IRA. The part to be acquired was identified as the subject whole property which contained tax an agricultural use value being $4,190.00. The indicated assessed value for ad valorem tax purposes is $4,190.00. The property taxes for the subject appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

**General Site Assessment Statement**
This appraiser has made an off-site inspection 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 an environmental concerns exists. 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 it's marketability and or value. A survey of the remainder of the subject property was not provided nor necessary due to the acquisition size of the partial acquisition. The extraordinary assumption that no 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 nor drainage of the subject property.

**Utility Services Available**
The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

**Identification of Personal Property**
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

**Current Listing Status**
Based on the 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.

**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 Edinburg, San Juan and Alamo markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

**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.

**Statement of Highest & Best Use**

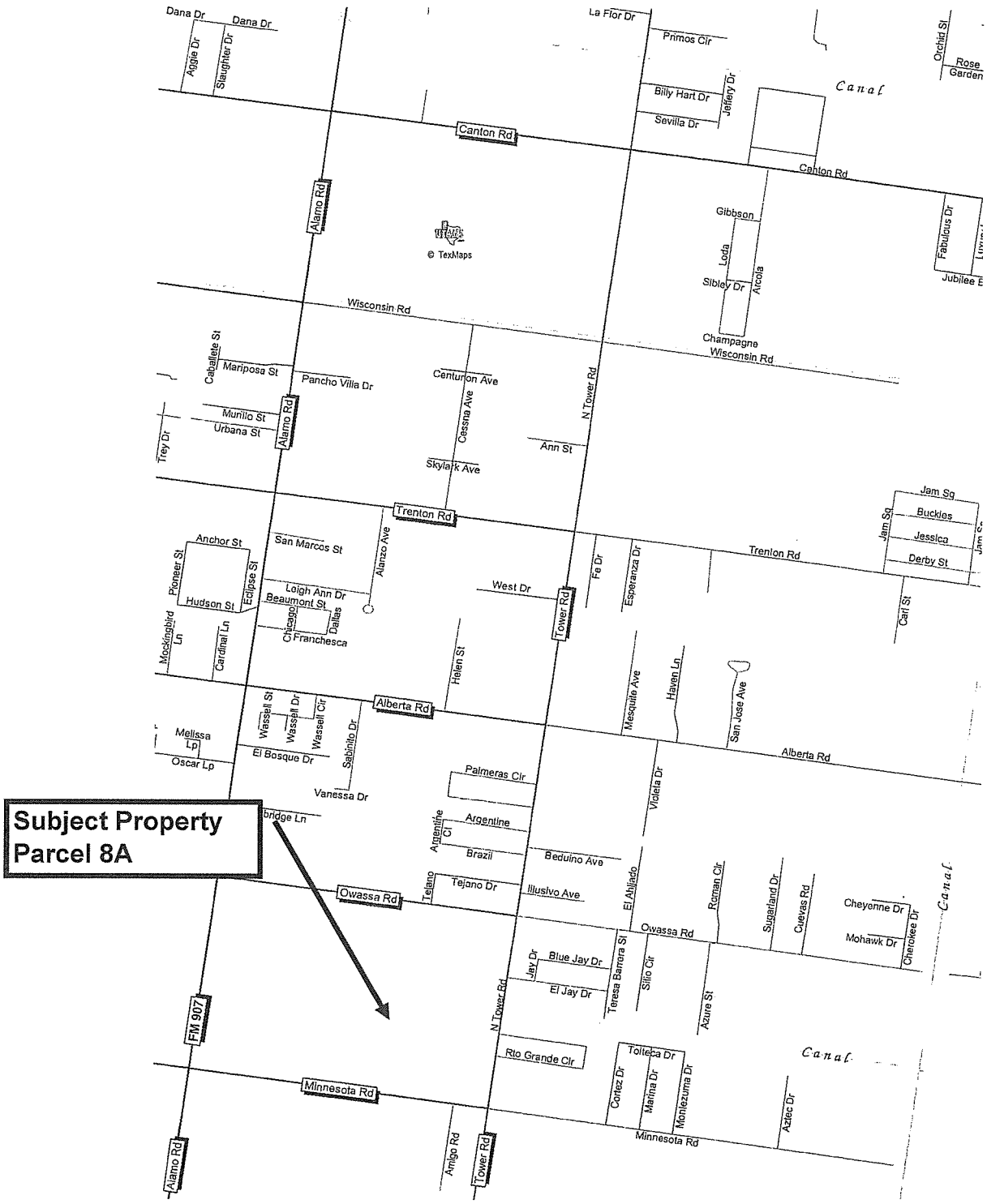
The subjects highest and best use as vacant and as if improved is indicated for single family residential development use. This type of use is concurrent with the recent trends located along Minnesota Road within Hidalgo County and nearby municipalities to the project including the City of Edinburg and the City of Alamo. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for single family residential development use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Minnesota Road and should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of single family residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along Minnesota Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Minnesota Road and nearby Tower Road and Alamo Road, it is estimated that the subject can be financially feasible to contain residential development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for single family residential development use. This conclusion is correlated to the subject property as a whole and selected economic unit.

# LOCATION MAP OF SUBJECT PROPERTY



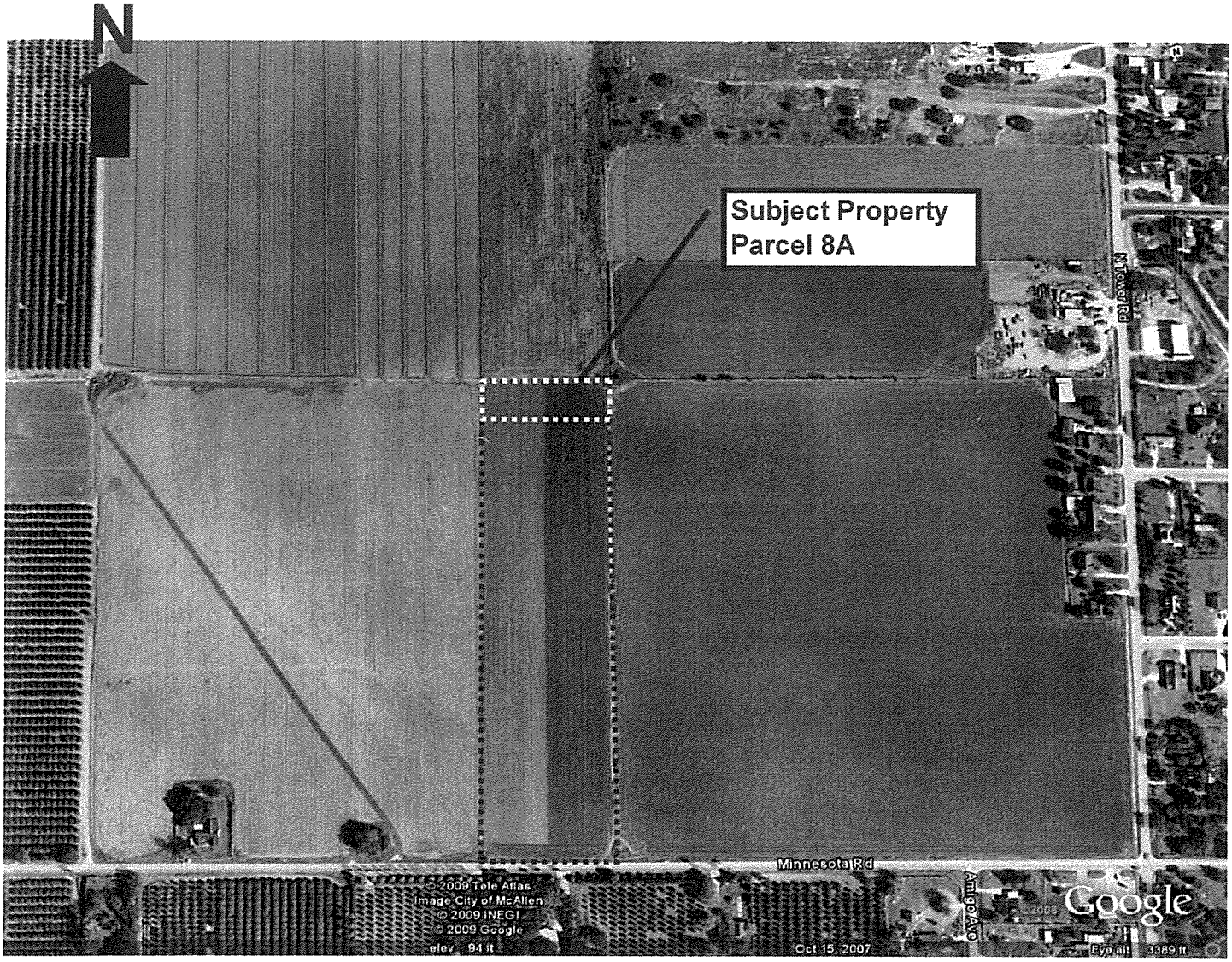

*Copyright 1996-2007 TexMaps; 8th Edition*

# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



# AERIAL PHOTOGRAPH OF SUBJECT

*(Closer View of Subject Property)*




***NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.***

## FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

# EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
July 06, 2009
Parcel 8A
Page 1 of 2
Rev.: 10/05/09

### FIELD NOTES FOR PARCEL – 8A

Being a 1.32-acre tract of land out of the East 10-acres of Lot 8, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10-acre tract is vested to: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed, dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows;

**Beginning** at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 25 minutes 01 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

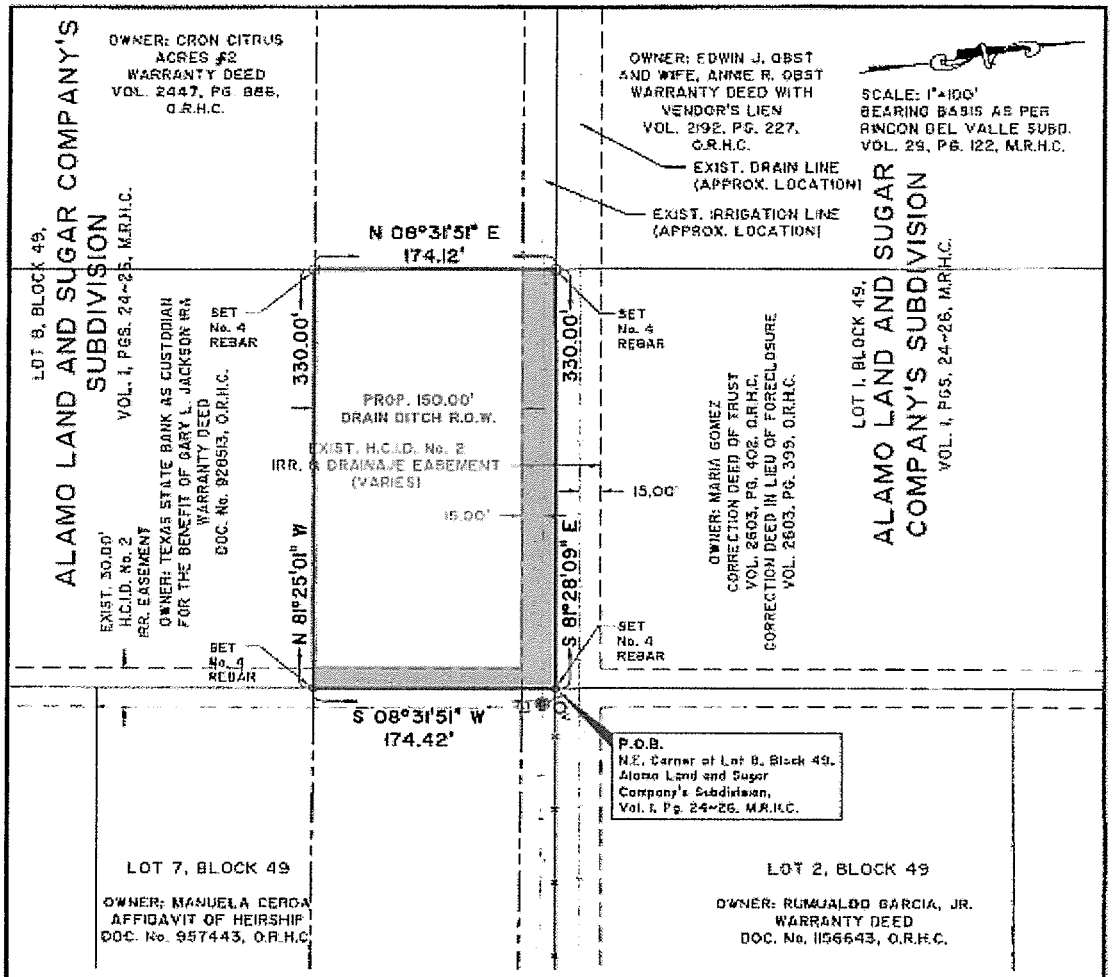
4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the **POINT OF BEGINNING,** containing 1.32-acres, of which 0.236-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 1.084-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/06/09
Rev.: 10/5/09

# SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)




## PROPOSED
## L.J. DRAINAGE LATERAL
## PARCEL 8A
## A 1.32-ACRE TRACT OF LAND
## OUT OF THE EAST 10.0-ACRES
## OF LOT 8, BLOCK 49,
## ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
## HIDALGO COUNTY, TEXAS.
## VOLUME 1, PAGES 24~26, M.R.H.C.

**PARCEL 8A**

OWNER: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, by a Warranty Deed, recorded in Document No. 926513, Official Records of Hidalgo County, Texas.

DESCRIPTION: The East 10.0-acres of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, recorded in Vol. 1, Pgs. 24~26, Map Records of Hidalgo County, Texas.

Total acreage: 10.0 ac.
To be acquired: 1.32 ac.
Exist. H.C.I.D. No. 2 Irr. Esmt.: 0.236 ac.
Proposed net Taking: 1.084 ac
Remainder: 8.68 ac.
Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/06/09 Rev. 10/5/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 - (FAX) 956 782-2558

| | |
|---|---|
| JOB No.: EN606.024J | DATE: 6/12/09 |
| DRAWN BY: J.H.F. | PAGE: 2 OF 2 |

**Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement**

**AI-26179** **17.A.**

# Interlocal Agreement between Hidalgo Co. & Hidalgo & Cameron Co.'s Irrigation District #9

## CC REGULAR

**Date:** 04/12/2011
**Submitted By:** Joann Gonzalez, COMM. PCT. #1
**Department:** COMM. PCT. #1
**Agenda Category:** Precinct #1

## Information

### CAPTION

Discussion, consideration and action for approval on Interlocal Agreement between Hidalgo County and Hidalgo & Cameron Counties Irrigation District #9.

### BACKGROUND

Interlocal will be attached by noon 04/07/11.

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

Interlocal agreement will allow Hidalgo County access to the Irrigation District #9 ditch easement areas to repair drainage ditches. Costs associated with repair of ditches is the sole resposibility of the County including labor, material and equipment costs.

## Attachments

Link: Interlocal agrement with HCID #9

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/07/2011 08:02 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 04/07/2011 01:32 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Joann Gonzalez — Started On: 04/06/2011 05:14 PM

Final Approval Date: 04/07/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. NINE AND HIDALGO COUNTY**

THIS Agreement is made on this the 5th day of April, 2011 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**W I T N E S S E T H:**

**WHEREAS,** Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas (the "Irrigation Facilities" or "Irrigation Facility");

**WHEREAS,** Irrigation District also has rights and interests in property consisting of (i) drainage facilities which are located adjacent to or relatively near its irrigation facilities for the purpose of drainage (each a "Ditch" and collectively the "Ditches") and (ii) the land immediately adjacent to the Ditches which provide the access for making improvement to and maintenance of the Ditches (the "Access Areas");

**WHEREAS**, the area of the Ditches and the Access Areas are collectively referred to herein as the "Ditch Easement Areas;"

**WHEREAS,** the descriptions of the Ditch Easement Areas which are described by metes and bounds are attached hereto as Exhibit "A" (the "Defined Ditch Areas");

**WHEREAS,** attached hereto as Exhibit "B" are aerial photos (the "Aerials") of the Ditch Easement Areas which do not have metes and bounds descriptions (the "Undefined Ditch Areas");

**WHEREAS**, Hidalgo County and the Irrigation District desire to use the Aerials to initially identify the existing boundaries of the Undefined Ditch Areas until such time as Hidalgo County can complete a full survey of such Undefined Ditch Area;

**WHEREAS,** the boundaries of the Undefined Ditch Areas are intended to be the actual current width of the Ditch plus twenty feet (20') from either edge of the Ditch;

**WHEREAS,** Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

**WHEREAS,** the majority of the drainage water that enters into the Ditches originates from county roads, colonias, municipalities, and agriculture within Hidalgo County Precinct 1;

**WHEREAS,** Irrigation District and Hidalgo County, desire that Hidalgo County and Irrigation District jointly use and maintain the Ditches, and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

**WHEREAS,** Irrigation District desires to grant a non-exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent, it is reasonably necessary (as determined by the mutual agreement of Hidalgo County and the Irrigation District) to access the Ditches, for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

**WHEREAS,** Hidalgo County desires to, maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

**WHEREAS,** Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

**WHEREAS,** Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches;

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

1. Irrigation District agrees to grant Hidalgo County a non-exclusive easement to jointly use the Ditch Easement Areas for the purpose of expansion, repair, maintenance or operation of the Ditches. Contemporaneously with the execution of this agreement, Irrigation District will execute a document substantially in the form attached hereto as Exhibit "C" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of each of the Defined Ditch Areas. Irrigation District will execute additional easements in the same form for each of the Undefined Ditch Areas upon completion of the Survey of such Ditch within ten (10) days following the date of presentment of same by Hidalgo County. Such easements from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

2. Hidalgo County shall at its sole expense, obtain a Survey of the Ditch Easement Area relating to each Ditch (each a "Survey"). The boundaries of the Ditch Easement Area shall be agreed to by the Irrigation District and Hidalgo County in the dimensions described in the recitals above, and shall be fixed by the Survey which shall also provide a metes and bounds description of the Ditch Easement Area. Notwithstanding the forgoing, prior to working on any Ditch, Hidalgo County must have either (i) completed the Survey with the boundaries of the Ditch Easement Area agreed to by the Irrigation District and Hidalgo County or (ii) if the

Survey of such Ditch has not been completed, otherwise agreed in writing with the Irrigation District as to the exact boundaries of the Ditch Easement Area.

3. Hidalgo County will have a period of five (5) years to complete the Surveys. During such five (5) year period, upon presentation by Hidalgo County of a Survey of a Ditch Easement Area together with a corresponding metes and bounds description, the Irrigation District shall grant, sell, transfer and convey to Hidalgo County such Ditch, and shall execute a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

4. Upon the completion of the Survey for each Undefined Ditch Area, Irrigation District shall attempt to locate and find persons with knowledge of the Irrigation District's open, notorious and continuous use for an uninterrupted period of at least ten (10) years of the Ditch Easement Areas for such Ditch and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit"). Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.

5. In the event Hidalgo County cannot reasonably access a particular Ditch Easement Area without use of an adjoining Irrigation Facility (as determined by the agreement of the Irrigation District and Hidalgo County), the Irrigation District agrees to execute a document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access over and across the such Irrigation Facility allowing access to such Ditch Easement Areas. Such easements from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility, provided any such transfer shall be burdened by the access easement in favor of Hidalgo County.

7. The acquisition of additional right of way for the expansion of any of the Ditch Easement Areas will be the sole responsibility and cost of Hidalgo County.

8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein agricultural use would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.

9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County. Notwithstanding the forgoing, Hidalgo County agrees that no culverts or pipes passing under roadways shall be modified without the prior approval of the Irrigation District.

10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.

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

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

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.

14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the other party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section '271.903.

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

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

| | |
|---|---|
| If to Hidalgo County: | Hidalgo County<br>Attention: County Judge<br>1615 S. Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Irrigation District: | Hidalgo County Irrigation District No. Nine<br>Attention: Frank White<br>P.O. Box 237<br>Mercedes, Texas 78570 |

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

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

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

21. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.

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

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

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

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

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

**HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE**

By: _____
FRANK WHITE, General Manager

**APPROVED AS TO FORM**:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

**EXHIBIT A**

**DEFINED DITCH AREAS**

(INCLUDE LEGAL DESCRIPTIONS)

## EXHIBIT "B"

## AERIALS

Due to the volume of the Aerials, the parties hereby agree that "Aerials" are those stored on the CD labeled "HCCID#9 Inter-Local Drain Project" and dated April 5, 2011, which are hereby specifically incorporated by reference herein, the original of which shall be held by Hidalgo County.

**EXHIBIT "C"**

STATE OF TEXAS §

COUNTY OF HIDALGO § **EASEMENT**

That Hidalgo and Cameron Counties Irrigation District No. Nine for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

**See Exhibit A incorporated herein at this point for all purposes.**

SUCH EASEMENT SHALL BE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS

WITNESS our hands this the _____ day of _____, 20__.

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE

BY: _____
FRANK WHITE, General Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

_____
Notary Public State of Texas

**EXHIBIT D-1**

**QUITCLAIM**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

| | |
|---|---|
| Date: | _____, 20_ |
| Grantor: | Hidalgo and Cameron Counties Irrigation District No. Nine |
| Grantor's Mailing Address: | P.O. Box 237<br>Mercedes, Texas 78570 |
| Grantee: | Hidalgo County |
| Grantee's Mailing Address: | 1615 S. Closner, Suite J<br>Edinburg, Texas 78539 |
| Consideration: | Ten Dollars ($10.00) and other good and valuable consideration |

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, AS IS to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo and Cameron Counties Irrigation District No. Nine

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20__, by_____, of HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE, in the capacity therein stated.

_____
Notary Public, State of Texas

**EXHIBIT D-2**

**TRANSFER OF EASEMENTS**

Date: _____, 20__

Holder of Easements: Hidalgo and Cameron Counties Irrigation District No. Nine

Holder's Mailing Address: P.O. Box 237
Mercedes, Texas 78570

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's
Office1615 S. Closner, Suite J
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars ($10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. NINE

By:_____
FRANK WHITE, General Manager

ACCEPTED:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge
Board of Directors

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 20__ by of HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

**EXHIBIT E**

**AFFIDAVIT**

DATE: _____, 20___

AFFIANT: _____

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

Affiant has personal knowledge that the real property known as _____ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Hidalgo and Cameron Counties Irrigation District No. Nine for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo and Cameron Counties Irrigation District No. Nine for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo and Cameron Counties Irrigation District No. Nine and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Hidalgo and Cameron Counties Irrigation District No. Nine.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo and Cameron Counties Irrigation District No. Nine to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo and Cameron Counties Irrigation District No. Nine has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Hidalgo and Cameron Counties Irrigation District No. Nine has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me on_____ by _____.

_____

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20__ by _____.

_____

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

## EXHIBIT "F"

## EASEMENT AND ACCESS AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date:

First Party: Hidalgo and Cameron Counties Irrigation District No. Nine

First Party's Mailing Address: P.O. Box 237
Mercedes, Texas 78570

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

First Party's Property: See Exhibit "A" attached hereto and incorporated herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, The receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever. First Party binds First Party and First Party's,

successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements Granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.

2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.

3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.

4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy

the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hidalgo and Cameron Counties Irrigation District No. Nine

By: _____
Its: _____

Hidalgo County

By: _____
Its: _____

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20__ by _____, of HIDALGO COUNTY IRRIGATION DISTRICT NO. NINE, in the capacity therein stated.

_____

Notary Public, State of Texas

**AI-26173** **18.A.**

**Re-appt. - RMA (Pct 2)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Submitted For:** | Comm. Tito Palacios |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Precinct #2 |

## Information

### CAPTION

Approval of re-appointment of Michael Cano to the Regional Mobility Authority Board

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/07/2011 08:01 AM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 08:22 AM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | PEND |
| Form Started By: Monica Badillo | | | Started On: 04/06/2011 04:35 PM | |
| Final Approval Date: 04/07/2011 | | | | |

**AI-26188** **18.B.**

## CSJ:0921-02-171 - Authority for Co. Judge to sign McColl Rd. Project documents

## CC REGULAR

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Submitted For:** | Comm. Palacios per Raul Lozano |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Precinct #2 |

### Information

**CAPTION**

Authorization for County Judge to sign “Right of Way Acquisition Statement”, Right of Way Encroachment Statement”, “Relocation and Advisory Assistance Statement”, and “Utility Adjustment Statement” as part of the McColl Road project documentation - (CSJ: 0921-02-171 from Dicker Rd. to Orangewood Drive)

**BACKGROUND**

### Fiscal Impact

### Attachments

Link: row

Link: enc.

Link: utility

Link: relocation

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/07/2011 04:46 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/07/2011 04:49 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 04/07/2011 04:03 PM | |
| Final Approval Date: 04/07/2011 | | | | |

**CSJ:** 0921-02-171
**PROJECT:** HP2008(134)
**COUNTY:** HIDALGO
**HIGHWAY:** McCOLL ROAD
**LIMITS:** FR: DICKER ROAD
TO: ORANGEWOOD DRIVE

## RIGHT OF WAY ACQUISTION STATEMENT

**THIS IS TO CERTIFY THAT ALL OF THE RIGHT OF WAY HAS BEEN ACQUIRED IN ACCORDANCE WITH THE CURRENT FHWA DIRECTIVE(S) COVERING THE ACQUISITION OF REAL PROPERTY, EXCEPT THOSE PARCEL(S) LISTED BELOW WHICH WILL BE ACQUIRED IN ACCORANCE WITH THE FHWA DIRECTIVE(S). RIGHT OF ENTRY FOR CONSTRUCTION HAS BEEN ACQUIRED FOR THESE PARCELS.**

| PARCEL | OWNER | APPROX. STATION | STATUS | EST. DATE OF ACQUISITION | EFFECT ON CONSTRUCTION |
|---|---|---|---|---|---|
| 5 | Ricardo Gonzalez & wife Rafaela T. Gonzalez | 26+65 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 6 | Wallace H. Graner | 27+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 7 | The Estate of Paul D. Moore, Jr. (deceased) & wife Carol Fox Moore | 40+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 7B | The Estate of Paul D. Moore, Jr. (deceased) & wife Carol Fox Moore | 55+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 8 | Daniel Dillard | 50+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 9 | HCDD No. 1 | 61+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 10 | Primrose Development Co., Inc. | 66+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 10B | Primrose Development Co., Inc. | 68+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 11 | HCDD No. 1 | 70+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 12 | HCDD No. 1 | 70+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 13 | HCID No. 2 | 72+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |

| PARCEL | OWNER | APPROX. STATION | STATUS | EST. DATE OF ACQUISITION | EFFECT ON CONSTRUCTION |
|---|---|---|---|---|---|
| 14 | HCID No. 2 | 72+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 15 | W.D. Moschel and J.M. Moffitt | 75+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 15B | W.D. Moschel and J.M. Moffitt | 82+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 16 | KFLP Limited, a Texas Limited Partnership | 75+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 16B | KFLP Limited, a Texas Limited Partnership | 80+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 17 | HCDD No. 1 | 91+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 18 | John King, Trustee | 85+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 19 | HCDD No. 1 | 91+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 20 | W.D. Moschel and J.M. Moffitt | 97+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 20B | W.D. Moschel and J.M. Moffitt | 110+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 21 | W.D. Moschel and J.M. Moffitt | 98+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 21B | W.D. Moschel and J.M. Moffitt | 110+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 22 | Filiberto Rodriguez, M.D. | 129+00 LT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |
| 23 | Eugene B. Darby, Jr. | 124+00 RT | IN THE PROCESS OF BEING ACQUIRED | 9/1/2011 | NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE |

**RAMON GARCIA**
**HIDALGO COUNTY JUDGE**

**DATE**

**PROJECT: McColl Road**
**CSJ: 0921-02-171**
**HIGHWAY: CS**
**COUNTY: Hidalgo**
**LIMITS: Fr: Dicker Road**
**To: Orangewood Drive**

## RIGHT OF WAY ENCROACHMENT STATEMENT

**THIS IS TO CERTIFY THAT NO RIGHT-OF-WAY ENCROACHMENTS EXISTED WITHIN THE LIMITS OF THIS PROJECT OR ALL REMOVALS OF RIGHT-OF-WAY ENCROACHMENTS HAVE BEEN COMPLETED.**

_____
**RAMON GARCIA**
**HIDALGO COUNTY JUDGE**

_____
**DATE**

**CSJ:** 0921-02-171
**PROJECT:** HP2008(134)
**COUNTY:** HIDALGO
**HIGHWAY:** McCOLL ROAD
**LIMITS:** FR: DICKER ROAD
TO: ORANGEWOOD DRIVE

## UTILITY ADJUSTMENT STATEMENT

**THIS IS TO CERTIFY THAT ALL UTILITIES HAVE BEEN ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVE(S) COVERING THE ADJUSTMENT OF UTILITIES, EXCEPT THOSE UTILITY(IES) LISTED BELOW WHICH WILL BE ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVE(S).**

| OWNER | UTILITY | COMPENSABLE? YES/NO | APPROX. STATION | STATUS | EST. DATE OF COMPLETION | EFFECT ON CONSTRUCTION |
|---|---|---|---|---|---|---|
| MVEC | POWER POLE | NO | 131+50 | IN THE PROCESS OF BEING ADJUSTED | 7/1/2011 | NO EFFECT |
| TEXAS GAS | GAS LINE | NO | 130+00 | IN THE PROCESS OF BEING ADJUSTED | 9/1/2011 | NO EFFECT |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**ALL OF THE UTILITY COMPANIES HAVE BEEN CONTACTED AND IT HAS BEEN DETERMINED THAT THE ABOVE LISTED DATES ARE VALID. THE ADJUSTMENT OF UTILITIES IN ACCORDANCE WITH THE ABOVE DATES WILL NOT IMPEDE OR DELAY THE CONTRACTOR IN CONSTRUCTION OF THIS PROJECT.**

_____
**RAMON GARCIA**
**HIDALGO COUNTY JUDGE**

_____
**DATE**

**PROJECT: McColl Road**
**CSJ: 0921-02-171**
**HIGHWAY: CS**
**COUNTY: Hidalgo**
**LIMITS: Fr: Dicker Road**
**To: Orangewood Drive**

## RELOCATION AND ADVISORY ASSISTANCE STATEMENT

**THIS IS TO CERTIFY THAT THIS PROJECT DID NOT CAUSE ANY DISPLACEMENT AND THE STEPS RELATIVE TO RELOCATION ADVISORY ASSISTANCE AND PAYMENTS UNDER THE CURRENT FHWA DIRECTIVE(S) COVERING THE ADMINISTRATION OF THE HIGHWAY RELOCATION ASSISTANCE PROGRAM WERE NOT REQUIRED.**

_____
**RAMON GARCIA**
**HIDALGO COUNTY JUDGE**

_____
**DATE**

**AI-26124** **19.A.**

**Interlocal Cooperation Agreement between Hidalgo County and Agua SUD**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Norma Ceballos, COMM. PCT. #3 |
| **Department:** | COMM. PCT. #3 |
| **Agenda Category:** | Precinct #3 |

## Information

### CAPTION

Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and the Agua Special Utility District.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Interlocal

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 04:00 PM | APRV |
| 2 | Olga Garza | Olga Garza | 04/06/2011 01:01 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Norma Ceballos — Started On: 04/05/2011 03:43 PM

Final Approval Date: 04/07/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE AGUA SPECIAL UTILITY DISTRICT**

THIS Agreement is made on this the _____ day of _____, 2011, by and between the Agua Special Utility District, hereinafter referred to as "SUD" and the County of Hidalgo, Texas, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS,** the SUD is a special utility district in Hidalgo and Starr Counties created under section 59, Article XVI of the Texas Constitution and Chapter 7201 of the Texas Special District Local Laws Code and operating in accordance with Chapters 49 and 65 of the Texas Water Code; and

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

**WHEREAS,** the SUD has entered into a Grant Agreement with the Texas Water Development Board to receive funds from the Economically Distressed Areas Program (EDAP) and the Colonia Wastewater Treatment Assistance Program (CWTAP) in order to construct a first-time wastewater service system in the Western portion of the SUD's service area (TWDB Project No. 10370); and

**WHEREAS,** construction of the wastewater service system will entail the placement of infrastructure under or through roads in Hidalgo County which are within the EDAP area, requiring the repaving of said roads; and

**WHEREAS,** the repair of damaged roadways is a Construction "Collection System" Activity under the TWDB Project No. 10370 so that grant funds are available to pay for the paving of roads under or through which the wastewater service system infrastructure has been installed; and

**WHEREAS,** the SUD desires to contract with the County pave roads damaged by the sewer service system construction in the EDAP area which are also located in Hidalgo County, which roads are identified in Attachment A hereto which is incorporated herein for all purposes;

**WHEREAS,** the County agrees it is in the best interest of its residents to provide such paving services to the SUD;

**WHEREAS,** the SUD and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act. TEX. GOV'T CODE ANN. § 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County agrees to pave all roads in Hidalgo County which are identified in Attachment A which have been damaged by the placement of the SUD's wastewater service system infrastructure ("the Project") by providing all labor and equipment necessary for the paving of the roads;

2. County agrees to provide all necessary materials and supplies for the road paving project, including but not limited to, caliche base, subgrade, sealant and striping, to complete the work.

3. County warrants that all work will be performed in a good and workmanlike manner, in accordance with this Interlocal Agreement and all applicable laws.

4. County shall also be responsible for all costs associated with engineering and surveying necessary for the road repairs.

5. The SUD and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads, and the County will complete the project within one hundred and eight (180) days of the date of this Agreement.

6. The SUD will pay County $759,953 for all of the paving work required under the terms of this Agreement.

7. Upon completion of the Project, County will submit invoices to the SUD for the work performed, the SUD will have the opportunity to inspect the work within ten (10) business days of receipt of the invoices, and payment will be made within ten (10) business days after grant funds have been received by the SUD from TWDB for payment of the invoices.

8. County understands and agrees that payment for all work performed on the Project is contingent upon the availability of grant funds from the TWDB and that the Agua SUD has no direct responsibility for payment to the County if such funds are not available.

9. Funds will be applied for by the SUD on an as-incurred or advance-of-funds basis (the alternatives provided under the terms of the TWDB EDAP grant), at its discretion.

10. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

11. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and the SUD, and not otherwise.

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

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

If to County: Hidalgo County, Texas
Attention:
The Honorable Ramon Garcia,
County Judge

P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
P.O. Box 607
Mission, Texas 78573

If to SUD: Frank Flores
General Manager
Agua Special Utility District
P.O. Box 4379
Mission, Texas 78573-0075

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

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

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

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

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

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

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

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

24. **Commitment of Current Revenues Only.** In the event that during any term hereof, it becomes clear that the SUD cannot obtain grant funds to pay the County under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code Ann. §271.903.

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

AGUA SPECIAL UTILITY DISTRICT

By: _____
Mario Chapa, President, Agua SUD

ATTEST:

_____
Everardo Chapa, Secretary, Agua SUD

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

## AGUA SUD SEWER PROJECT HMAC DETAILS

| Pipe Size | | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|---|
| Sheet | A4 | 81 | 874 | | | | | | | 955 |
| Street Name | Guadalupe Flores Rd. / Villalon St. / Valadeces St. | | | | | | | | | |
| Sheet | A5 | | 1000 | | | | | | | 1000 |
| Street Name | Valadeces St. | | | | | | | | | |
| Sheet | A6 | | 305 | | | | | | 649 | 954 |
| Street Name | Valadeces St. | | | | | | | | | |
| Sheet | A8 | | | | 1000 | | | | | 1000 |
| Street Name | Guadalupe Flores Rd. | | | | | | | | | |
| Sheet | A9 | | | | 688 | | | | | 688 |
| Street Name | Guadalupe Flores Rd. | | | | | | | | | |
| Sheet | A12 | | | | | | | | 964 | 964 |
| Street Name | Guadalupe Flores Rd. | | | | | | | | | |
| Sheet | A13 | | | | | | | | 1000 | 1000 |
| Street Name | Villalon St. / Camargo St. | | | | | | | | | |
| Sheet | A14 | | | | | | | | 772 | 772 |
| Street Name | Camargo St. / Escandon St. | | | | | | | | | |
| Sheet | C2 | | | | 784 | | | | | 784 |
| Street Name | U.S. 83 / El Pinto Rd. | | | | | | | | | |
| Sheet | C3 | | | | 1000 | | | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C4 | | | | 1000 | | | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C5 | | | | 1000 | | | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C6 | | | | | 1000 | | | | 1000 |
| Street Name | El Pinto Rd. / Sullivan City Rd. | | | | | | | | | |
| Sheet | C7 | | | | | 1000 | | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C8 | | | | | 570 | 430 | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C9 | | | | | | 1000 | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |

| Pipe Size | | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|---|
| Sheet | C10 | | | | | | 1000 | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C11 | | | | | | 1000 | | | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C12 | | | | | | 463 | | 537 | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C13 | | | | | | | | 1000 | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C14 | | | | | | | | 1000 | 1000 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C15 | | | | | | | | 105 | 105 |
| Street Name | El Pinto Rd. | | | | | | | | | |
| Sheet | C17 | | | | | | 16 | 23 | | 39 |
| Street Name | U.S. - 83 | | | | | | | | | |
| Sheet | C18 | | | | | | | 163 | | 163 |
| Street Name | U.S. - 83 | | | | | | | | | |
| Sheet | C19 | | | | | | | 95 | | 95 |
| Street Name | U.S. - 83 | | | | | | | | | |
| Sheet | C20 | | | | | | | 700 | | 700 |
| Street Name | Bogambilia St | | | | | | | | | |
| Sheet | C21 | | | | | | | | 218 | 218 |
| Street Name | Geranio st | | | | | | | | | |
| Sheet | C22 | | | | | | | | 103 | 103 |
| Street Name | 8th street | | | | | | | | | |
| Sheet | C23 | | | | | | | | 655 | 655 |
| Street Name | 5th street | | | | | | | | | |
| Sheet | C24 | | | | | | | | 330 | 330 |
| Street Name | 5th street | | | | | | | | | |
| Sheet | C25 | | | | | | | | 567 | 567 |
| Street Name | 6th street | | | | | | | | | |
| Sheet | C26 | | | | | | | | 305 | 305 |
| Street Name | 6th street | | | | | | | | | |
| Sheet | C27 | | | | | | | | 1000 | 1000 |
| Street Name | Grisantomo Street | | | | | | | | | |

| Pipe Size | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|
| Sheet | C28 | | | | | | | 397 | 397 |
| Street Name | Grisantomo Street | | | | | | | | |
| Sheet | C29 | | | | | | | 900 | 900 |
| Street Name | CR-82A | | | | | | | | |
| Sheet | C30 | | | | | | | 335 | 335 |
| Street Name | CR-82A | | | | | | | | |
| Sheet | C31 | | | | | | | 55 | 55 |
| Street Name | Geranio st | | | | | | | | |
| Sheet | C32 | | | | | | | 66 | 66 |
| Street Name | Geranio st/no name | | | | | | | | |
| Sheet | C33 | | | | | | 40 | | 40 |
| Street Name | Flores road | | | | | | | | |
| Sheet | C34 | | | | | | 47 | | 47 |
| Street Name | Flores road | | | | | | | | |
| Sheet | C35 | | | | | | 42 | | 42 |
| Street Name | Flores road | | | | | | | | |
| Sheet | C36 | | | | | | | 693 | 693 |
| Street Name | 9th street/rafeal st | | | | | | | | |
| Sheet | C37 | | | | | | 835 | | 835 |
| Street Name | Rafeal st/CR-64 | | | | | | | | |
| Sheet | C38 | | | | | | | 60 | 60 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C39 | | | | | | | 10 | 10 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C43 | | | | | | 66 | | 66 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C44 | | | | | | 103 | | 103 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C45 | | | | | | | 25 | 25 |
| Street Name | PR - 319 | | | | | | | | |
| Sheet | C46 | | | | | | | 62 | 62 |
| Street Name | PR-319 | | | | | | | | |
| Sheet | C47 | | | | | | | 79 | 79 |
| Street Name | PR - 314 | | | | | | | | |

| Pipe Size | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|
| Sheet | C48 | | | | | | | 175 | 175 |
| Street Name | PR - 315 | | | | | | | | |
| Sheet | C49 | | | | | | | 75 | 75 |
| Street Name | PR - 317 | | | | | | | | |
| Sheet | C50 | | | | | | | 73 | 73 |
| Street Name | PR - 318 | | | | | | | | |
| Sheet | C53 | | | | | | | 15 | 15 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C54 | | | | | | | 1000 | 1000 |
| Street Name | PR - 320 | | | | | | | | |
| Sheet | C55 | | | | | | | 1035 | 1035 |
| Street Name | PR - 320 | | | | | | | | |
| Sheet | C56 | | | | | | | 18 | 18 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C58 | | | | | | 18 | | 18 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | C59 | | | | | | 263 | | 263 |
| Street Name | Cedro street | | | | | | | | |
| Sheet | C60 | | | | | | 565 | | 565 |
| Street Name | Cedro street | | | | | | | | |
| Sheet | C61 | | | | | | | 55 | 55 |
| Street Name | Huisache st | | | | | | | | |
| Sheet | C62 | | | | | | | 94 | 94 |
| Street Name | Fresno st | | | | | | | | |
| Sheet | C63 | | | | | | | 44 | 44 |
| Street Name | Ebony st | | | | | | | | |
| Sheet | C64 | | | | | | | 994 | 994 |
| Street Name | Huisache st | | | | | | | | |
| Sheet | C65 | | | | | | | 76 | 76 |
| Street Name | Olga St. / Vale St. | | | | | | | | |
| Sheet | C66 | | | | | | | 268 | 268 |
| Street Name | Vale St. | | | | | | | | |
| Sheet | C67 | | | | | | | 68 | 68 |
| Street Name | Viridiana st | | | | | | | | |

| Pipe Size | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|
| Sheet | C68 | | | 11 | | | | | 11 |
| Street Name | Obregan st | | | | | | | | |
| Sheet | C69 | | | 250 | | | | | 250 |
| Street Name | Obregon Av. | | | | | | | | |
| Sheet | C70 | | 16 | | | | | | 16 |
| Street Name | U.S. - 83 | | | | | | | | |
| Sheet | C71 | | | | | | | 937 | 937 |
| Street Name | Obregon Av. / Ebony Circle / Mesquite Circle | | | | | | | | |
| Sheet | C72 | | | | | | | 6 | 6 |
| Street Name | Obregon Av. w/ Intersection Easement | | | | | | | | |
| Sheet | D1 | | | 21 | | | | | 21 |
| Street Name | Private Rd. | | | | | | | | |
| Sheet | D3 | | | 27 | | | | | 27 |
| Street Name | FM 886 / Tocca St. / Anacahutta St. | | | | | | | | |
| Sheet | D4 | | | 184 | | | | | 184 |
| Street Name | FM 886 | | | | | | | | |
| Sheet | D5 | | | | 317 | | | | 317 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | D6 | | | | 1000 | | | | 1000 |
| Street Name | El Faro Rd. | | | | | | | | |
| Sheet | D7 | | | | | 700 | | | 700 |
| Street Name | El Faro Rd. | | | | | | | | |
| Sheet | D8 | | | | | | | 900 | 900 |
| Street Name | 4th street | | | | | | | | |
| Sheet | D9 | | | | | | | 375 | 375 |
| Street Name | 4th street | | | | | | | | |
| Sheet | D10 | | | | | | | 733 | 733 |
| Street Name | FM 886 | | | | | | | | |
| Sheet | D11 | | | | | | | 452 | 452 |
| Street Name | FM 886 | | | | | | | | |
| Sheet | D12 | | | | | | | 636 | 636 |
| Street Name | FM 886 / Tocca St. | | | | | | | | |
| Sheet | D13 | | | | | | | 635 | 635 |
| Street Name | FM 886 / Anacahutta St. | | | | | | | | |

| Pipe Size | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|
| Sheet | D15 | | | | | | 21 | | 21 |
| Street Name | FM 886 / Road Easement | | | | | | | | |
| Sheet | D16 | | | | | | 325 | | 325 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | D18 | | | | | | | 1000 | 1000 |
| Street Name | El Faro Rd. | | | | | | | | |
| Sheet | D19 | | | | | | | 820 | 820 |
| Street Name | 1st street | | | | | | | | |
| Sheet | D20 | | | | | | | 170 | 170 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | D21 | | | | | | | 1000 | 1000 |
| Street Name | El Faro Rd. / Intersection Road | | | | | | | | |
| Sheet | D22 | | | | | | | 870 | 870 |
| Street Name | Continuation Intersection Road | | | | | | | | |
| Sheet | D23 | | | | | | | 30 | 30 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | D25 | | | | | | | 1000 | 1000 |
| Street Name | El Faro Rd. / Intersection Road | | | | | | | | |
| Sheet | D26 | | | | | | | 888 | 888 |
| Street Name | Continuation Intersection Road | | | | | | | | |
| Sheet | D27 | | | | | | | 101 | 101 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | D29 | | | | | | | 5 | 5 |
| Street Name | El Faro Rd. / Intersection Road | | | | | | | | |
| Sheet | D30 | | | | | | 1000 | | 1000 |
| Street Name | El Faro Rd. | | | | | | | | |
| Sheet | D31 | | | | | | 751 | | 751 |
| Street Name | El Faro Rd. / Easement Road | | | | | | | | |
| Sheet | D32 | | | | | | | 10 | 10 |
| Street Name | El Faro Rd. / Road | | | | | | | | |
| Sheet | D33 | | | | | | 5 | | 5 |
| Street Name | No street name showing on sheet | | | | | | | | |
| Sheet | D35 | | | | | | 1000 | | 1000 |
| Street Name | Cenizo st | | | | | | | | |

| Pipe Size | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|
| Sheet | D36 | | | | | | 32 | | 32 |
| Street Name | Cenizo st | | | | | | | | |
| Sheet | D37 | | | | | | 966 | | 966 |
| Street Name | Mesquite street | | | | | | | | |
| Sheet | D38 | | | | | | | 500 | 500 |
| Street Name | Cenizo street | | | | | | | | |
| Sheet | D39 | | | | | | | 575 | 575 |
| Street Name | cenizo street | | | | | | | | |
| Sheet | D40 | | | | | | | 1010 | 1010 |
| Street Name | Ebanos street | | | | | | | | |
| Sheet | D41 | | | | | | | 960 | 960 |
| Street Name | Fresno street | | | | | | | | |
| Sheet | E1 | | | | | | | 905 | 905 |
| Street Name | US 83 / No street name | | | | | | | | |
| Sheet | E2 | | | | | | | 29 | 29 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | F1 | | | | | | 589 | | 589 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | F2 | | | | | | 566 | | 566 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | F7 | | | | | | | 515 | 515 |
| Street Name | US - 83 | | | | | | | | |
| Sheet | G1 | | | | | | | 830 | 830 |
| Street Name | Elfaro Rd | | | | | | | | |
| Sheet | G2 | | | | | | | 455 | 455 |
| Street Name | Elfaro Rd | | | | | | | | |
| Sheet | G3 | | | | | | | 1495 | 1495 |
| Street Name | Antonio Villalon/Jose Garcia/Federico Flores Street | | | | | | | | |
| Sheet | G5 | | | | | | | 1720 | 1720 |
| Street Name | Rosendo Benavides St/Jose Garcia/Casimero Ortega St | | | | | | | | |
| Sheet | G7 | | | | | | | 2135 | 2135 |
| Street Name | Rene Flores/Jose Garcia/Delio Salinas/Casimero Ortega Ave/Francisco Garza | | | | | | | | |
| Sheet | G9 | | | | | | | 800 | 800 |
| Street Name | Frederico Flores Ave | | | | | | | | |

| Pipe Size | | 30" | 24" | 16" | 15" | 12" | 10" | 8" | 6" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|---|---|
| Sheet | G10 | | | | | | | | 145 | 145 |
| Street Name | Frederico Flores St | | | | | | | | | |
| Sheet | G11 | | | | | 1038 | | | | 1038 |
| Street Name | Felix Martinez Ave | | | | | | | | | |
| Sheet | G12 | | | | | 1075 | | | | 1075 |
| Street Name | Heriberto Garza St | | | | | | | | | |
| Sheet | G13 | | | | | 700 | | | | 700 |
| Street Name | Onesimo Mireles St | | | | | | | | | |
| Sheet | G14 | | | | | 623 | | | | 623 |
| Street Name | Flores St | | | | | | | | | |
| Sheet | G15 | | | | | | | | 1790 | 1790 |
| Street Name | Felix Martinez Ave/Gulio Garza | | | | | | | | | |
| Sheet | G17 | | | | | | | | 1174 | 1174 |
| Street Name | Hedibertro Garza/Gulio Garza | | | | | | | | | |
| Sheet | H1 | | | | | | | | 786 | 786 |
| Street Name | US-83 | | | | | | | | | |
| Sheet | W1-W3 | | | | | | | | 167 | 167 |
| Street Name | Guadalupe Flores Rd | | | | | | | | | |
| **TOTAL** | | **81** | **2179** | **16** | **5965** | **7323** | **4609** | **8215** | **42269** | **70,824** |

**FORCEMAINS**

| Pipe Size | | 30" | 20" | 16" | 10" | 6" | 4" | HMAC (LF) |
|---|---|---|---|---|---|---|---|---|
| Sheet | FM-A1 | | 836 | | | | | 836 |
| Street Name | Guadalupe Flores Street | | | | | | | |
| Sheet | FM-A3 | 26 | | | | | | 26 |
| Street Name | Guadalupe flores street | | | | | | | |
| Sheet | FM-C2 | | | 648 | | | | 648 |
| Street Name | Valle Street | | | | | | | |
| Sheet | FM-D1 | | | | 748 | | | 748 |
| Street Name | Cementary road | | | | | | | |
| Sheet | FM-D2 | | | | 1000 | | | 1000 |
| Street Name | Cementary road | | | | | | | |
| Sheet | FM-D3 | | | | 459 | | | 459 |
| Street Name | Cementary road | | | | | | | |

| Pipe Size | 30" | 20" | 16" | 10" | 6" | 4" | HMAC (LF) |
|---|---|---|---|---|---|---|---|
| Sheet | FM-E1 | | | | | 360 | 360 |
| Street Name | Guadalupe flores street | | | | | | |
| Sheet | FM-E2 | | | | | 1000 | 1000 |
| Street Name | Guadalupe flores street | | | | | | |
| Sheet | FM-E3 | | | | | 321 | 321 |
| Street Name | Guadalupe flores street | | | | | | |
| Sheet | FM-F1 | | | | | 619 | 619 |
| Street Name | Military Road | | | | | | |
| Sheet | FM-G1 | | | | | 871 | 871 |
| Street Name | FM-886 | | | | | | |
| Sheet | FM-G2 | | | | | 226 | 226 |
| Street Name | FM-886 | | | | | | |
| Sheet | FM-G4 | | | | | 33 | 33 |
| Street Name | FM-886 | | | | | | |
| Sheet | FM-G5 | | | | | 783 | 783 |
| Street Name | FM-886/MILITARY RD | | | | | | |
| Sheet | FM-G6 | | | | | 1000 | 1000 |
| Street Name | MILITARY RD | | | | | | |
| Sheet | FM-G7 | | | | | 1000 | 1000 |
| Street Name | MILITARY RD | | | | | | |
| Sheet | FM-G8 | | | | | 1000 | 1000 |
| Street Name | MILITARY RD | | | | | | |
| Sheet | FM-G9 | | | | | 975 | 975 |
| Street Name | MILITARY RD | | | | | | |
| Sheet | FM-H1 | | | | | 706 | 706 |
| Street Name | US-83 | | | | | | |
| **TOTAL** | **26** | **836** | **648** | **2207** | **1681** | **7213** | **12,611** |
| | | | | | | | |
| **GRAND TOTAL** | | | | | | | **83,435** |

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**APPROVAL OF**
**INTERLOCAL COOPERATION AGREEMENT**
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct a first-time wastewater service system in the Western portion of the Agua Special Utility District service area (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

**AI-26143** **20.A.**

**TxDOT Project Plan Approval**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Sergio Cruz, BUDGET & MANAGEMENT |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Approval and concurrence of the Plans of Proposed State Highway Improvement for FM 1427 (CSJ:0862-02-018), US 281 (CSJ:0255-07-123), and US 281 (Military Highway) (CSJ:0220-01-030).

### BACKGROUND

FM 1427 (CSJ:0862-02-018) from 1.9 miles south of US 83 to 0.03 miles south of Business 83

US 281 (CSJ:0255-07-123) from 0.833 mies south of FM 490 to 0.653 miles north of FM 162 and from 0.602 miles south of FM 162 to 0.705 miles north of FM 2812

US 281 (Military Highway) (CSJ:0220-01-030) from east of FM 493 to West of FM 88

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

State Rehabilitation Projects - No Fiscal Impact to County

## Attachments

Link: US 281 (CSJ:0255-07-123)

Link: US 281 - Military Highway (CSJ:0220-01-030)

Link: FM 1427 (CSJ:0862-02-018)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 01:32 PM | APRV |
| 2 | Roland Garcia | Rolando Garcia | 04/06/2011 03:38 PM | APRV |
| 3 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Sergio Cruz — Started On: 04/06/2011 11:15 AM

Final Approval Date: 04/07/2011

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

April 4, 2011

RECEIVED
APR 04 2011
COUNTY JUDGE

Honorable Ramon Garcia
Judge, County of Hidalgo
County of Hidalgo
P.O. Box 1356
Edinburg, Texas 78540

District: Pharr
County: Hidalgo
Subject: US 281 Rehabilitation Project, CSJ: 0255-07-123, etc.
From: 0.705 Miles North of FM 2812
To: 0.833 Miles South of FM 490

Honorable Judge Garcia:

Attached for your review, is the preliminary construction plan set for the above referenced project. The project is scheduled for a July 2011 letting. You can keep this plan set for your review and records. Please sign the original title sheet and notify us when it is ready for pick up.

If you have any questions or need additional information, please call Jesus Noriega at (956) 702-6264.

Sincerely,

Norma Y. Garza, P.E.
District RMA Coordinator

CC: File

INDEX OF SHEETS

SEE SHEET NO. 2

# STATE OF TEXAS
## DEPARTMENT OF TRANSPORTATION

## PLANS OF PROPOSED
## STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT

CSJ: 0255-07-123, ETC

PROJECT LENGTH FOR LOCATION 1 = 4,794.24 FT. = 0.908 MI.

PROJECT LENGTH FOR LOCATION 2 = 4,477.44 FT. = 0.848 MI.

TOTAL LENGTH = 13,071.68 FT. = 1.756 MI.

# US 281
# HIDALGO COUNTY

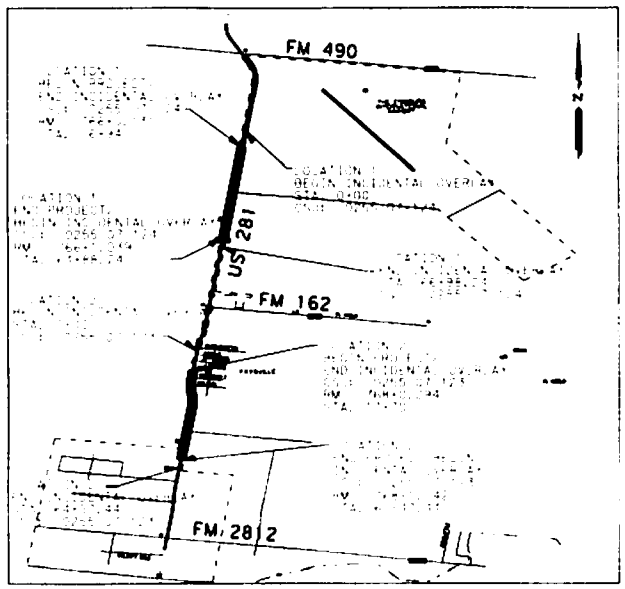
LIMITS

LOCATION 1 FROM: 0.833 MILES SOUTH OF FM 490
TO: 0.653 MILES NORTH OF FM 162

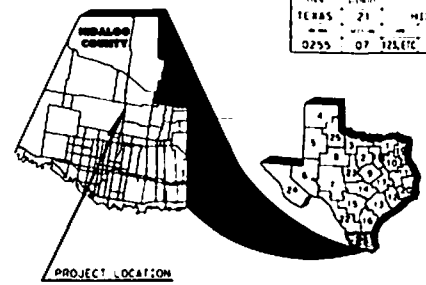
LOCATION 2 FROM: 0.602 MILES SOUTH OF FM 162
TO: 0.705 MILES NORTH OF FM 2812

### CONSTRUCTION CONSISTING OF:

REHABILITATION, WIDENING, AND OVERLAY OF A FREEWAY FACILITY




NOT TO SCALE




PROJECT LOCATION

| TEXAS | 21 | HIDALGO |
|---|---|---|
| 0255 | 07 | ETC US 281 |

### FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____

CONTRACTORS NAME: _____

CONTRACTORS ADDRESS: _____

LETTING DATE: _____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

DATE OF ACCEPTANCE: _____

**CHANGE ORDERS & SUPP. AGREEMENTS :**

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

HECTOR GONZALEZ, P.E. DATE
AREA ENGINEER

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994)

NO TOLL INSPECTION REQUIRED

DESIGN SPEED = 70 MPH MAIN LANES
A.D.T.(2010)= 23,000
A.D.T.(2030)= 32,200
EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A

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**LOCAL ENTITIES**

CITY OF EDINBURG CONCURRENCE: DATE: 4/1/11
NAME: [signature] TITLE: CITY SECRETARY

COUNTY OF HIDALGO CONCURRENCE: DATE:
NAME TITLE

Texas Department of Transportation

SUBMITTED FOR LETTING: APPROVED FOR LETTING:
DISTRICT DESIGN ENGINEER DIRECTOR, TRAFFIC OPERATIONS DIVISION

RECOMMENDED FOR LETTING: APPROVED FOR LETTING:
DISTRICT ENGINEER DIRECTOR, DESIGN DIVISION

FILE: I:\AR\PROJECTS\HAL\US 2 Remob Projects\US 281\New US281\Plans\esheet.dgn
DATE: 3/31/2011 10:36:20 AM

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 8, 2011

Honarable Ramon Garcia
County Judge
Hidalgo County
1615 S. Closner-Suite J.
Edinburg, Texas 78539

RE: US 281-Military Highway Proposed Roadway Improvements

Dear Judge Garcia:

Attached for your records are the preliminary plan sets for the proposed roadway improvements for US 281-Military Highway from FM 907 to FM 493 and from FM 493 to FM 88.

Also attached are mylar title sheets that require your signature. Please review and sign the title sheets so our office can include it in our final plan sets. You can contact our office at 956/702-6306 when the sheets have been reviewed and signed and we will send a representative to pick up the sheets.

Sincerely,

OXDL P.E.

Omar Xavier De Leon, P.E

Attachments: US 281 from FM 907 to FM 493: 1 plan set and 1 mylar sheet – @ City of Alamo
US 281 from FM 493 to FM 88: 1 plan set and 1 mylar sheet – only dropped off this one

cc: Homero Bazan, Jr., P.E.

# STATE OF TEXAS
## DEPARTMENT OF TRANSPORTATION

# PLANS OF PROPOSED
# STATE HIGHWAY IMPROVEMENT

STATE AID PROJECT • C 220-1-29

CSJ : 0220-01-030

NET LENGTH OF PROJECT ROADWAY : • 21,603.00 FT • 4.092 MI.

**HIDALGO COUNTY**

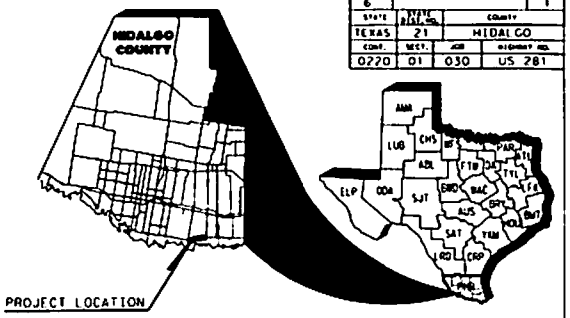
# US 281

**( MILITARY HWY.)**

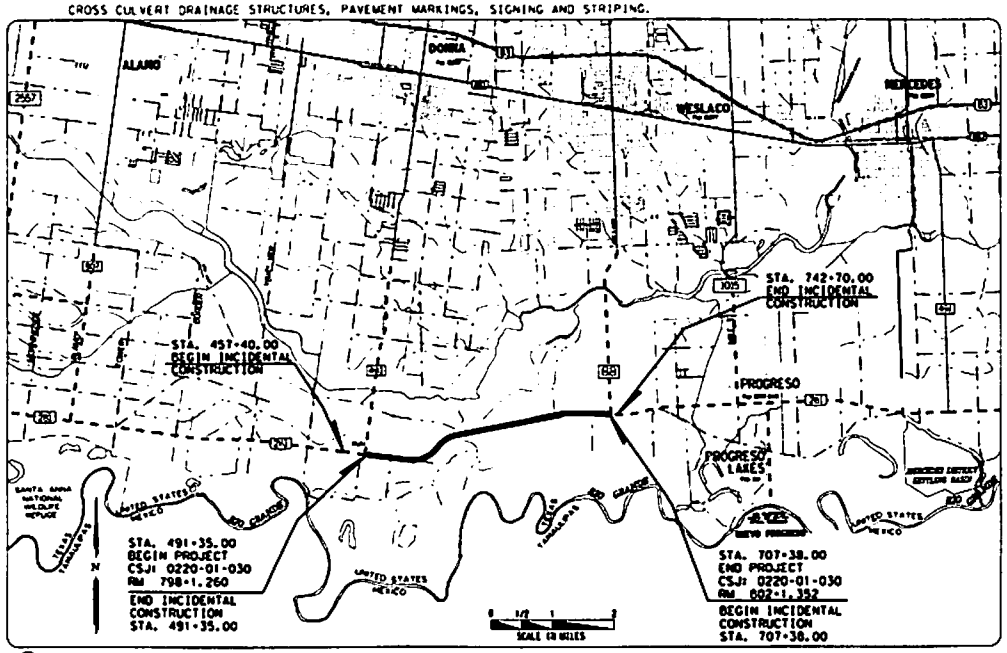
LIMITS: FROM: EAST OF FM 493

TO: WEST OF FM 88

| DIST. | PROJECT NUMBER | | SHT. NO. |
|---|---|---|---|
| 6 | | | 1 |
| STATE | HIGHWAY NO. | COUNTY | |
| TEXAS | 21 | HIDALGO | |
| CONT. | SECT. | JOB | HIGHWAY NO. |
| 0220 | 01 | 030 | US 281 |




REHABILITATION OF EXISTING ROADWAY FACILITY CONSISTING OF: CONSTRUCTION, WIDENING AND UPGRADING OF A NON-FREEWAY FACILITY, GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, CROSS CULVERT DRAINAGE STRUCTURES, PAVEMENT MARKINGS, SIGNING AND STRIPING.




© 2010 TxDOT : ALL RIGHTS RESERVED. NO T.D.L.R INSPECTION REQUIRED

**FINAL PLAN DATA :**

FINAL CONTRACT PRICE : _____

CONTRACTORS NAME : _____

CONTRACTORS ADDRESS : _____

LETTING DATE : _____

DATE WORK BEGAN : _____

DATE WORK COMPLETED: _____

DATE OF ACCEPTANCE: _____

**CHANGE ORDERS & SUPP. AGREEMENTS :**

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

HECTOR GONZALEZ, P.E. — DATE

AREA ENGINEER

STATE OF TEXAS
OMAR XAVIER DE LEON
103473
LICENSED
PROFESSIONAL ENGINEER

OMAR XAVIER DE LEON, P.E. — 1/7/11 DATE

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994).

**PROJECT DATA - US 281**

DESIGN SPEED:

US 281: 65 MPH

A.D.T.:

YEAR 2011 : A.D.T. • 5,341

YEAR 2031 : A.D.T. • 8,546

RAILROAD CROSSING: NONE

EQUATIONS: NONE

EXCEPTIONS: NONE

CITY OF WESLACO — DATE : _____ NAME _____ TITLE _____

CITY OF DONNA — DATE : 3/7/2011 NAME _____ TITLE _____

COUNTY OF HIDALGO — DATE : _____ NAME _____ TITLE _____

HIDALGO COUNTY NO. 1 DONNA IRRIGATION DIST.: — DATE : 3-7-11 NAME _____ TITLE _____

**TEXAS DEPARTMENT OF TRANSPORTATION**

RECOMMEND FOR LETTING : _____ SUBMITTED FOR LETTING : _____

DISTRICT ENGINEER — AREA ENGINEER

APPROVED FOR LETTING : _____ APPROVED FOR LETTING : _____

DIRECTOR OF TRAFFIC OPERATIONS DIVISION — DIRECTOR, DESIGN DIVISION

US 281 (0220-01-030)

HIDALGO CO. — PROJ. NO.

HWY. NO. US 281 — LETTING DATE

DATE ACCEPTED

FILE: I:\ENGDATA\PROJECTS\US 281 (493 to 88)\General\US281title.dgn

DATE: 3/3/2011 11:19:28 PM

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 3, 2011

Hidalgo County
Attn: Ramon Garcia
County Judge
P.O.Box 1356
Edinburg Tx, 78540

RECEIVED
MAR 07 2011
COUNTY JUDGE

County: Hidalgo
Control: 0872-02-018
Highway: FM 1427
Limits: From 1.99 MI. South of US 83
To: 0.03 MI. South of Bus 83

Re: FM 1427 Reconstruction

Dear Mr. Garcia:

This letter is to inform you that the **Texas Department of Transportation** (TxDOT) is scheduled to let a construction project FM 1427 from 1.99 miles South of US 83 to 0.03 miles South of Bus 83 in December 2012. The project will consist of reconstructing a 40ft rural section and upgrading drainage structures to reduce flooding.

Attached please find a complete set of the plans for your review. We would appreciate your concurrence with a signature on the Title Sheet under Local Entities Hidalgo County. Please do not hesitate to call me or Rene Garza, P.E. at (956)399-5102, if you have any questions or comments concerning this project.

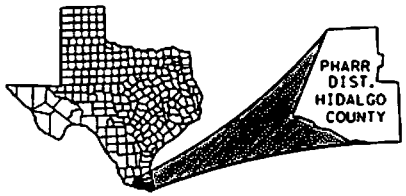
Sincerely,

Homer Bazan, P.E.
District Design Manager

INDEX OF SHEETS
SEE SHEET NO. 2

# STATE OF TEXAS
## TEXAS DEPARTMENT OF TRANSPORTATION

| DIST. | COUNTY | CONTROL | SECT. | JOB | SHEET NO. |
|---|---|---|---|---|---|
| PHARR | HIDALGO | 0862 | 02 | 018 | FM 1427 |




# PLANS OF PROPOSED
# STATE HIGHWAY IMPROVEMENT

**FEDERAL AID PROJECT. STP ( )**

CSJ: 0862-02-018

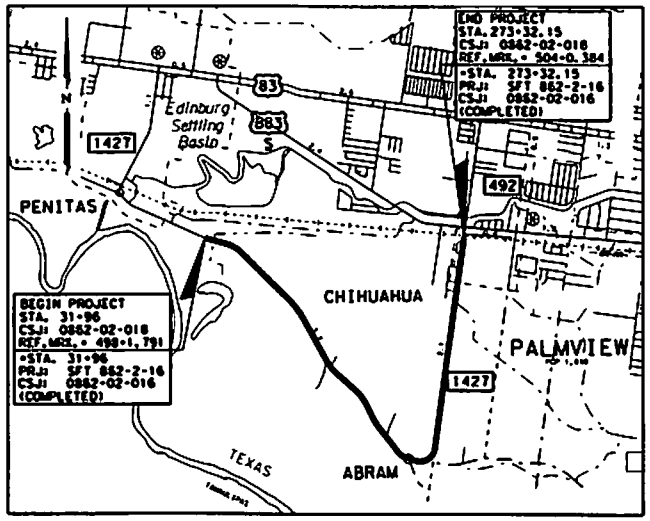
NET LENGTH OF PROJECT = 24136.15 FT. = 4.571 MI.

**HIDALGO COUNTY**

**FM 1427**

LIMITS: FROM: 1.9 MI. S. OF US 83
TO: 0.03 MI. S. OF BUS 83

REHABILITION OF EXISTING ROAD CONSISTING OF: GRADING, LIME TREAT., SUBGRADE, FLEXIBLE BASE, ASPHALIC CONCRETE PAVEMENT, ROADWAY OVERLAY, PAVEMENT MARKINGS & STRIPING.




N.T.S

**FINAL PLAN DATA :**

FINAL CONTRACT PRICE: _____
CONTRACTOR'S NAME: _____
CONTRACTOR ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP.AGREEMENTS

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

HECTOR GONZALEZ, P.E. — DATE
AREA ENGINEER

**LOCAL OFFICIALS**

HIDALGO COUNTY
PLANS APPROVED : DATE:
NAME TITLE

IRRIGATION DISTRICT # 1
PLANS APPROVED : DATE:
NAME TITLE

IRRIGATION DISTRICT # 6
PLANS APPROVED : DATE:
NAME TITLE

HIDALGO DRAINAGE DISTRICT
PLANS APPROVED : DATE:
NAME TITLE

TOLR INSPECTION NOT REQUIRED

COUNTY HIDALGO PROJECT NO. _____
HWY. NO. FM 1427 LETTING DATE _____
DATE ACCEPTED _____

FILE: dn:\design\data\fm1427\general\file1427.dgn

CSJ: 0862-02-018

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH, 1994)

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ALL RIGHTS RESERVED

**PROJECT DATA**

FM 1427 DESIGN SPEED: 55 MPH 2010 ADT: 3500
2030 ADT: 7230

EXCEPTIONS: NONE
EQUATIONS: NONE
RR CROSSINGS: NONE

**TEXAS DEPARTMENT OF TRANSPORTATION**

SUBMITTED FOR LETTING : _____
DISTRICT DESIGN MANAGER

RECOMMENDED FOR LETTING : _____
DISTRICT ENGINEER

APPROVED FOR LETTING : _____
DIRECTOR, TRAFFIC OPERATIONS DIVISION

APPROVED FOR LETTING : _____
DIRECTOR, DESIGN DIVISION

**AI-26163** **20.B.**

**Road & Bridge fund & account # changes, fund 1200**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Dina Trevino |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Budget and Management |

## Information

### CAPTION

Road & Bridge (fund 1200):
1. Approval to make account description and deactivation changes to Road & Bridge accounts (Fund 1200).
2. Approval of 2011 interdepartmental/interfund transfers.

### BACKGROUND

Please refer to attached R & B analysis.

## Fiscal Impact

## Attachments

Link: Summary of changes

Link: Co. Comm. interfund transfer

Link: Countywide Adm. interdept transfer

Link: Border Colonia Access Prog. interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 04/07/2011 10:56 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 02:08 PM | NEW-R |

Form Started By: Ivan Cantu — Started On: 04/06/2011 03:46 PM

Final Approval Date: 04/07/2011

# Hidalgo County

## Department of Budget & Management

Summary of Expenditure Account Numbers and Account Names
For Road & Bridge
As per Allio Accounting System (As of March 29, 2011)

**FUND DESCRIPTION DETAIL**

| FUND NUMBER | FUND NAME | DBM PROPOSED | COMMENTS |
|---|---|---|---|
| 1200 | R & B COUNTYWIDE | ROAD AND BRIDGE | DESCRIPTION CHANGE |
| 1201 | R & B PRECINCT 1 | DEACTIVATE | GASB 54 |
| 1202 | R & B PRECINCT 2 | DEACTIVATE | GASB 54 |
| 1203 | R & B PRECINCT 3 | DEACTIVATE | GASB 54 |
| 1204 | R & B PRECINCT 4 | DEACTIVATE | GASB 54 |
| 1210 | PARKS COUNTYWIDE | DEACTIVATE | GASB 54 |
| 1211 | PARKS PRECINCT 1 | DEACTIVATE | GASB 54 |
| 1212 | PARKS PRECINCT 2 | DEACTIVATE | GASB 54 |
| 1213 | PARKS PRECINCT 3 | DEACTIVATE | GASB 54 |
| 1214 | PARKS PRECINCT 4 | DEACTIVATE | GASB 54 |

**ROAD & BRIDGE ACCOUNT DESCRIPTION DETAIL**

| ACCOUNT NUMBER | ACCOUNT NAME | DBM RECOMMENDED NAME | COMMENTS |
|---|---|---|---|
| 1-1200-413-30-125-004-0 | CO COMM | DEACTIVATE & TRANSFER FUNDS | TFR TO G/F COUNTY COMM. |
| 1-1200-431-00-115-042-0 | COLONIA ACCESS PRG | DEACTIVATE | NEW DEPT NUMBER |
| 1-1200-431-00-120-001-0 | P/U ROADS | DEACTIVATE | TRF TO COUNTYWIDE ADMIN. |
| 1-1200-431-00-121-004-0 | PCT1 RD ADM | PCT 1 ADM | R/B INDIRECT LABOR AND EXP |
| 1-1200-431-00-121-005-0 | PCT1 P/U RD | PCT 1 ROAD MAINTENANCE | R/B DIRECT LABOR AND EXP |
| 1-1200-431-00-122-004-0 | CO SHOP | COUNTYWIDE MECHANIC SHOP | DESCRIPTION CHANGE |
| 1-1200-431-00-122-005-0 | PCT2 RD ADM | PCT 2 ADM | R/B INDIRECT LABOR AND EXP |
| 1-1200-431-00-122-006-0 | PCT2 P/U RD | PCT 2 ROAD MAINTENANCE | R/B DIRECT LABOR AND EXP |
| 1-1200-431-00-123-004-0 | PCT3 RD ADM | PCT 3 ADM | R/B INDIRECT LABOR AND EXP |
| 1-1200-431-00-123-005-0- | PCT3 P/U RD | PCT 3 ROAD MAINTENANCE | R/B DIRECT LABOR AND EXP |
| 1-1200-431-00-124-005-0 | PCT4 RD ADM | PCT 4 ADM | R/B INDIRECT LABOR AND EXP |
| 1-1200-431-00-124-007-0 | PCT4 P/U RD | PCT4 ROAD MAINTENANCE | R/B DIRECT LABOR AND EXP |
| 1-1200-431-00-125-028-0 | COLONIA ACCESS PRG | BORDER COLONIA ACCESS PROG. | DESCRIPTION CHANGE |
| 1-1200-431-00-125-030-0 | ROAD ADM | COUNTYWIDE ADMINISTRATION | DESCRIPTION CHANGE |
| 1-1200-431-00-210-002-0 | R&B PLANNING | PLANNING AND ENGINEERING | DESCRIPTION CHANGE |

**DATE:** April 12, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr.

**DEPARTMENT NAME:** Department of Budget & Management for Co. Comm.

**2011**
**Interfund Transfer**

**ACCOUNT NUMBER:** **1-1XXX-X91-01-000-X0X-0-XXX**

**CONTACT PERSON:** Ivan Cantu **PHONE:** 292-7025 ext. 5425

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

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

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 1-1200-413-30-125-004-0- | 583 | Co. Comm.- | Travel Out of Co. | (20,000.00) |
| **1-1200-391-01-000-100-0-** | **000** | **Transfer In-** | **General Fund** | **(20,000.00)** |
| | | | | |
| | | | | |
| **1-1100-491-01-000-200-0-** | **891** | **Transfer Out-** | **R & B Co. Wide** | **(20,000.00)** |
| 1-1100-413-30-125-004-0- | 583 | Co. Comm.- | Travel Out of Co. | 20,000.00 |
| | | | | |
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| | | | | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **20,000.00** |

**REASON:** Interfund transfer from Co. Comm, R & B to Co. Comm. G/F in order comply with the account # and description changes for R & B.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** / / **DATE** **ATTEST COUNTY CLERK**

**DATE:** April 12, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2011

**Interdepartmental Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Border Colonia Access Program

**ACCOUNT NUMBER:** 1-1200-431-00-12X-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM:** | | | |
| 1-1200-431-00-115-042-0- 532 | Colonia Access Prg.- | Wireless Devices | (275.28) |
| | | | |
| | | | |
| **TO:** | | | |
| 1-1200-431-00-125-028-0- 532 | **Border Colonia Access Prog.-** | Wireless Devices | 275.28 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** **Transfer needed in order to comply with account # and name changes for R & B. Colonia Access Prog (dept. 115, progm. 042) will be deactivated. The new description for Colonia Access Prg will be Border Colonia Acess Prog. (dept. 125, progm. 028).**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

/ /

**DATE**

**ATTEST, COUNTY CLERK**

**DATE:** April 12, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2011

**Interdepartmental Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Border Colonia Access Program

**ACCOUNT NUMBER:** 1-1200-431-00-12X-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM:** | | | |
| 1-1200-431-00-115-042-0- 532 | Colonia Access Prg.- | Wireless Devices | (275.28) |
| | | | |
| | | | |
| **TO:** | | | |
| 1-1200-431-00-125-028-0- 532 | **Border Colonia Access Prog.-** | Wireless Devices | 275.28 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | | - |

**REASON:** **Transfer needed in order to comply with account # and name changes for R & B. Colonia Access Prog (dept. 115, progm. 042) will be deactivated. The new description for Colonia Access Prg will be Border Colonia Acess Prog. (dept. 125, progm. 028).**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

/ /

**DATE**

**ATTEST, COUNTY CLERK**

**AI-26153** **20.C.**

# Account # and Account Name Changes for Emergency Mgmt & Fire Marshal

**CC REGULAR**

**Date:** 04/12/2011
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Submitted For:** Dina Trevino
**Department:** BUDGET & MANAGEMENT
**Agenda Category:** Budget and Management

## Information

### CAPTION

Emergency Management/Fire Marshal (1100):
1. Approval to make account number and description changes to the Emergency Management and Fire Marshal departments as follows:

| Current Account Number | Current Account Name | Proposed Account Number | Proposed Account Name |
|---|---|---|---|
| 1100-429-00-300-023-0 | Emergency Services-EM | 1100-429-00-110-075-0 | Emergency Management |
| 1100-422-10-300-001-0 | Emergency Services-FM | 1100-422-10-300-001-0 (No change in acct #) | Fire Marshal |

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

### BACKGROUND

Texas Local Government Code Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

As per Texas Government Code section 418.1015 (c) An Emergency Management Director may designate a person to serve as Emergency Management coordinator.

Note: The Fire Marshal Term expires on 12/29/2011 as per section 352.011 (b).

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** see attached transfer
**FUNDS AVAILABLE Y/N?:** yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

See attached Interdepartment Transfer, pending CC approval.
Transfer rquired only for emergency management dept.

## Attachments

Link: Texas Government Code

Link: EM-FM Account Changes Analysis

Link: Revised Salary Schedule- Fire Marshal

Link: Revised Salary Schedule- Emergency Management

Link: interdept transfer

Link: LGC 352 Co. Fire Marshal

Link: Memo from Auditor's Office

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 04/07/2011 08:14 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 08:19 AM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/07/2011 04:52 PM | APRV |
| 4 | Rosalinda Cantu | Rosie Cantu | 04/07/2011 04:52 PM | APRV |
| 5 | Sylvia Solis | | 04/07/2011 05:34 PM | NEW |

Form Started By: Ivan Cantu  Started On: 04/06/2011 02:43 PM

Final Approval Date: 04/07/2011

GOVERNMENT CODE

TITLE 4. EXECUTIVE BRANCH

SUBTITLE B. LAW ENFORCEMENT AND PUBLIC PROTECTION

CHAPTER 418. ◊EMERGENCY◊ ◊MANAGEMENT◊

Sec. 418.1015. ◊EMERGENCY◊ ◊MANAGEMENT◊ DIRECTORS. (a) The presiding officer of the governing body of an incorporated city or a ◊county◊ or the chief administrative officer of a joint board is designated as the ◊emergency◊ ◊management◊ director for the officer's political subdivision.

(b) An ◊emergency◊ ◊management◊ director serves as the governor's designated agent in the administration and supervision of duties under this chapter. An ◊emergency◊ ◊management◊ director may exercise the powers granted to the governor under this chapter on an appropriate local scale.

(c) An ◊emergency◊ ◊management◊ director may designate a person to serve as ◊emergency◊ ◊management◊ coordinator. The ◊emergency◊ ◊management◊ coordinator shall serve as an assistant to the ◊emergency◊ ◊management◊ director for ◊emergency◊ ◊management◊ purposes.

(d) A person, other than an ◊emergency◊ ◊management◊ director exercising under Subsection (b) a power granted to the governor, may not seize state or federal resources without prior authorization from the division or the state or federal agency having responsibility for those resources.

Added by Acts 2007, 80th Leg., R.S., Ch. 865, Sec. 1.02, eff. June 15, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1280, Sec. 1.11, eff. September 1, 2009.

# Hidalgo County

## Department of Budget & Management

Emergency Management & Fire Marshal
Proposed Account Number & Name Changes

| CURRENT ACCOUNT NUMBER | CURRENT ACCOUNT NAME | PROPOSED ACCOUNT NUMBER | PROPOSED ACCOUNT NAME |
|---|---|---|---|
| 1-1100-429-00-300-023-0-XXX | Emergency Services-EM | **1-1100-429-00-110-075-0-XXX** | **Emergency Management** |
| 1-1100-422-10-300-001-0-XXX | Emergency Services-FM | **1-1100-422-10-300-001-0-XXX** | **Fire Marshal** |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-422-10-300-001-0**

**AI - 26153**

~~**EMERGENCY SRVS - FM**~~ **FIRE MARSHAL**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 1 | 112 | FIRE MARSHAL | 0 | 0 | $0.00 | $70,980.00 | $70,980.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $71,280.00 |
| 2 | 113 | DEPUTY FIRE MARSHAL | 10 | 3 | $39,707.00 | $39,707.00 | $39,728.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,028.00 |
| 3 | 113 | DEPUTY FIRE MARSHAL | 10 | 3 | $39,707.00 | $39,707.00 | $39,727.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,027.00 |
| 4 | 113 | DEPUTY FIRE MARSHAL | 10 | 3 | $39,707.00 | $39,707.00 | $39,727.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,147.00 |
| 5 | 113 | CHIEF DEPUTY FIRE MARSHAL | 11 | 1 | $40,078.00 | $40,078.00 | $40,078.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,378.00 |
| 6 | 113 | ADMINISTRATIVE ASSISTANT II | 6 | 5 | $31,096.00 | $31,096.00 | $31,096.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,396.00 |
| 7 | 113 | CLERK III | 5 | 2 | $26,140.00 | $26,140.00 | $26,485.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,785.00 |
| | | | | **TOTAL** | **$216,435.00** | **$287,415.00** | **$287,821.00** | **$2,220.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$290,041.00** |

**Approval to make account no. & description changes to the Fire Marshal's department as stated above.**
**Action pending CC approval.**

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

~~1-1100-429-00-300-023-0~~ 1-1100-429-00-110-075-0 **AI - 26153**

~~EMERGENCY SRVS - EM~~ EMERGENCY MANAGEMENT

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0002 | 113 | DEPUTY EMRGNC MNGT COORD II | 13 | 2 | $48,383.00 | $48,383.00 | $49,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,140.00 |
| 0003 | 113 | DEPUTY EMRGNC MNGT COORD II | 13 | 1 | $46,747.00 | $46,747.00 | $46,747.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,747.00 |
| 0004 | 113 | DEPUTY EMRGNC MNGT COORD II | 13 | 2 | $48,383.00 | $48,383.00 | $49,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,140.00 |
| 0006 | 113 | ADMINISTRATIVE ASSISTANT III | 8 | 1 | $31,815.00 | $31,815.00 | $31,815.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,235.00 |
| 0007 | 113 | EMERGENCY MANAGEMENT COORDINATOR | 0 | 0 | $0.00 | $72,000.00 | $72,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $72,000.00 |
| | | | | TOTAL | $175,328.00 | $247,328.00 | $248,842.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $249,262.00 |

**Approval to make account no. & description changes to the Emergency Management's department as stated above.**
**Action pending CC approval.**

# INTERDEPARTMENTAL TRANSFER REQUEST

**DATE:** April 7, 2011

**2011**
**Transfer**

**DEPARTMENT HEAD:** RAUL SILGUERO, Jr., BUDGET OFFICER

**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT EMERG. MGMT DEPT

**SUBJECT:** **INTERDEPARTMENTAL TRANSFER**

**Contact:** ROSIE CANTU
**Ph#:** (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

| ACCOUNT NUMBER | | ACCOUNT NAME | Amount |
|---|---|---|---|
| **FROM:** | | | |
| 1-1100-429-00-300-023-0- | 113 | EMERG SRVS-EM-REG F/T EMPLOYEES | (182,806.12) |
| 1-1100-429-00-300-023-0- | 115 | EMERG SRVS-EM-LONGEVITY PAY | (146.25) |
| 1-1100-429-00-300-023-0- | 211 | EMERG SRVS-EM-HEALTH INSURANCE | (11,861.15) |
| 1-1100-429-00-300-023-0- | 212 | EMERG SRVS-EM-LIFE INSURANCE | (90.18) |
| 1-1100-429-00-300-023-0- | 220 | EMERG SRVS-EM-FICA | (13,972.13) |
| 1-1100-429-00-300-023-0- | 230 | EMERG SRVS-EM-RETIREMENT | (17,533.65) |
| 1-1100-429-00-300-023-0- | 250 | EMERG SRVS-EM-UNEMPLOYMENT COMPENSATION | (913.21) |
| 1-1100-429-00-300-023-0- | 412 | EMERG SRVS-EM-CABLE/SATELLITE TV | (235.35) |
| 1-1100-429-00-300-023-0- | 432 | EMERG SRVS-EM-EQUIP&VEH R&M SRV | (5,446.05) |
| 1-1100-429-00-300-023-0- | 441 | EMERG SRVS-EM-LAND & BLDG RENTALS | (43,399.00) |
| 1-1100-429-00-300-023-0- | 442 | EMERG SRVS-EM-EQUIP & VEHICLE RENTALS | (787.16) |
| 1-1100-429-00-300-023-0- | 531 | EMERG SRVS-EM-TELEPHONE | (300.00) |
| 1-1100-429-00-300-023-0- | 532 | EMERG SRVS-EM-WIRELESS DEVICES | (2,613.36) |
| 1-1100-429-00-300-023-0- | 535 | EMERG SRVS-EM-POSTAGE | (240.58) |
| 1-1100-429-00-300-023-0- | 540 | EMERG SRVS-EM-ADVERTISING | (500.00) |
| 1-1100-429-00-300-023-0- | 550 | EMERG SRVS-EM-PRINTING & BINDING | (345.00) |
| 1-1100-429-00-300-023-0- | 581 | EMERG SRVS-EM-TRAVEL IN COUNTY | (930.13) |
| 1-1100-429-00-300-023-0- | 583 | EMERG SRVS-EM-TRAVEL OUT OF COUNTY | (1,989.45) |
| 1-1100-429-00-300-023-0- | 584 | EMERG SRVS-EM-REGISTRATION FEES | (125.00) |
| 1-1100-429-00-300-023-0- | 601 | EMERG SRVS-EM-OFFICE & COMPU SUPPL | (1,349.31) |
| 1-1100-429-00-300-023-0- | 603 | EMERG SRVS-EM-EDUCATION/INSTRUCTION SUPP | (1,000.00) |
| 1-1100-429-00-300-023-0- | 605 | EMERG SRVS-EM-CLOTHING & UNIFORMS | (633.59) |
| 1-1100-429-00-300-023-0- | 613 | EMERG SRVS-EM-SAFETY SUPPLIES | (2,000.00) |
| 1-1100-429-00-300-023-0- | 619 | EMERG SRVS-EM-OTHER MISC SUPPLIES | (0.05) |
| 1-1100-429-00-300-023-0- | 626 | EMERG SRVS-EM-GASOLINE/DIESEL | (1,954.61) |
| 1-1100-429-00-300-023-0- | 630 | EMERG SRVS-EM-FOOD | (3,000.00) |
| 1-1100-429-00-300-023-0- | 631 | EMERG SRVS-EM-BOTTLED WATER | (142.50) |
| 1-1100-429-00-300-023-0- | 672 | EMERG SRVS-EM-EQ&VEH R&M SUPPLIES | (1,000.00) |
| 1-1100-429-00-300-023-0- | 810 | EMERG SRVS-EM-DUES & MEMBERSHIPS | (100.00) |
| | | | |

# INTERDEPARTMENTAL TRANSFER REQUEST

**DATE:** April 7, 2011

**2011**
**Transfer**

**DEPARTMENT HEAD:** RAUL SILGUERO, Jr., BUDGET OFFICER

**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT EMERG. MGMT DEPT

**SUBJECT:** **INTERDEPARTMENTAL TRANSFER**

**Contact:** ROSIE CANTU
**Ph#:** (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

| ACCOUNT NUMBER | | ACCOUNT NAME | Amount |
|---|---|---|---|
| | | | |
| **TO:** | | | |
| 1-1100-429-00-110-075-0- | 113 | EMERGENCY MANAGEMENT-REG F/T EMPLOYEES | 182,642.22 |
| 1-1100-429-00-110-075-0- | 115 | EMERGENCY MANAGEMENT-LONGEVITY PAY | 163.90 |
| 1-1100-429-00-110-075-0- | 115 | EMERGENCY MANAGEMENT-LONGEVITY PAY | 146.25 |
| 1-1100-429-00-110-075-0- | 211 | EMERGENCY MANAGEMENT-HEALTH INSURANCE | 11,861.15 |
| 1-1100-429-00-110-075-0- | 212 | EMERGENCY MANAGEMENT-LIFE INSURANCE | 90.18 |
| 1-1100-429-00-110-075-0- | 220 | EMERGENCY MANAGEMENT-FICA | 13,972.13 |
| 1-1100-429-00-110-075-0- | 230 | EMERGENCY MANAGEMENT-RETIREMENT | 17,533.65 |
| 1-1100-429-00-110-075-0- | 250 | EMERGENCY MANAGEMENT-UNEMPLOYMENT COMPEN. | 913.21 |
| 1-1100-429-00-110-075-0- | 412 | EMERGENCY MANAGEMENT-CABLE/SATELLITE TV | 235.35 |
| 1-1100-429-00-110-075-0- | 432 | EMERGENCY MANAGEMENT-EQUIP&VEH R&M SRV | 5,446.05 |
| 1-1100-429-00-110-075-0- | 441 | EMERGENCY MANAGEMENT-LAND & BLDG RENTALS | 43,399.00 |
| 1-1100-429-00-110-075-0- | 442 | EMERGENCY MANAGEMENT-EQUIP & VEHICLE RENTALS | 787.16 |
| 1-1100-429-00-110-075-0- | 531 | EMERGENCY MANAGEMENT-TELEPHONE | 300.00 |
| 1-1100-429-00-110-075-0- | 532 | EMERGENCY MANAGEMENT-WIRELESS DEVICES | 2,613.36 |
| 1-1100-429-00-110-075-0- | 535 | EMERGENCY MANAGEMENT-POSTAGE | 240.58 |
| 1-1100-429-00-110-075-0- | 540 | EMERGENCY MANAGEMENT-ADVERTISING | 500.00 |
| 1-1100-429-00-110-075-0- | 550 | EMERGENCY MANAGEMENT-PRINTING & BINDING | 345.00 |
| 1-1100-429-00-110-075-0- | 581 | EMERGENCY MANAGEMENT-TRAVEL IN COUNTY | 930.13 |
| 1-1100-429-00-110-075-0- | 583 | EMERGENCY MANAGEMENT-TRAVEL OUT OF COUNTY | 1,989.45 |
| 1-1100-429-00-110-075-0- | 584 | EMERGENCY MANAGEMENT-REGISTRATION FEES | 125.00 |
| 1-1100-429-00-110-075-0- | 601 | EMERGENCY MANAGEMENT-OFFICE & COMPU SUPPL | 1,349.31 |
| 1-1100-429-00-110-075-0- | 603 | EMERGENCY MANAGEMENT-EDUCATION/INSTRUCT. SUPP | 1,000.00 |
| 1-1100-429-00-110-075-0- | 605 | EMERGENCY MANAGEMENT-CLOTHING & UNIFORMS | 633.59 |
| 1-1100-429-00-110-075-0- | 613 | EMERGENCY MANAGEMENT-SAFETY SUPPLIES | 2,000.00 |
| 1-1100-429-00-110-075-0- | 619 | EMERGENCY MANAGEMENT-OTHER MISC SUPPLIES | 0.05 |
| 1-1100-429-00-110-075-0- | 626 | EMERGENCY MANAGEMENT-GASOLINE/DIESEL | 1,954.61 |
| 1-1100-429-00-110-075-0- | 630 | EMERGENCY MANAGEMENT-FOOD | 3,000.00 |
| 1-1100-429-00-110-075-0- | 631 | EMERGENCY MANAGEMENT-BOTTLED WATER | 142.50 |
| 1-1100-429-00-110-075-0- | 672 | EMERGENCY MANAGEMENT-EQ&VEH R&M SUPPLIES | 1,000.00 |
| 1-1100-429-00-110-075-0- | 810 | EMERGENCY MANAGEMENT-DUES & MEMBERSHIPS | 100.00 |
| | | **TOTAL BUDGET INCREASE/DECREASE** | **0.00** |

**REASON:** Transfer of funds required due to change in account no. for the Emergency Management department, pending CC approval.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT** / / **DATE** **ATTEST COUNTY CLERK**

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE B. COUNTY PUBLIC SAFETY

CHAPTER 352. COUNTY FIRE PROTECTION

## SUBCHAPTER B. COUNTY FIRE MARSHAL

**Sec. 352.011. CREATION OF OFFICE; TERM.** (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

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

**Rosie Ortiz**

**From:** Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
**Sent:** Thursday, March 10, 2011 1:45 PM
**To:** ramon.garcia@co.hidalgo.tx.us; yolanda.chapa@co.hidalgo.tx.us
**Cc:** ray.eufracio@auditor.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
**Subject:** Emergency Management


# RAY EUFRACIO, CPA
## HIDALGO COUNTY AUDITOR
**Hidalgo County Administration Building**
**2808 South Business Highway 281**
**Edinburg, Texas 78539-6243**
**PHONE: (956) 318-2511**
**FAX: (956) 318-2577**
**E-MAIL: Ray.Eufracio@auditor.co.hidalgo.tx.us**
**WEBSITE: www.co.hidalgo.tx.us/auditor**


**To:** **Honorable Ramon Garcia**
**County Judge**

**From:** **Ray Eufracio, CPA**
**County Auditor**

**RE:** **Emergency Management**

On December 18, 2007, the Commissioners Court approved a resolution creating the "Hidalgo County Division of Homeland Security" composed of the Division of Emergency Management and the Fire Marshal's Office. On December 26, 2007, the Commissioners Court appointed Tony Pena as Fire Marshal. Mr. Pena served as both Fire Marshal and Emergency Services Director. On January 2, 2008, the Commissioners Court approved a resolution renaming the "Hidalgo County Division of Homeland Security" to the "Hidalgo County Division of Emergency Services."

Prior to the action taken in December 2007, expenditures of the Division of Emergency Management were included in the County Judge's Office budget (Dept. No. 110). Subsequently, a new program was created under the Fire Marshall (Dept. No. 300) to account for expenditures of the Division of Emergency Management. Department No. 300 was renamed "Hidalgo County Division of Emergency Services."

On December 29, 2009, the Commissioners Court appointed Mr. Juan Martinez as Fire Marshal and Mr. Tony Pena as Emergency Services Director. The Court also approved the revision of the salary schedule for title changes only. There were no changes made regarding the reporting of expenditures.

Most recently, on February 1, 2011, the Commissioners Court approved the deletion of the Emergency Services Director position and the creation of the Emergency Management Coordinator position. Mr. Oscar Montoya was appointed to the new position. There were no changes made regarding the reporting of expenditures.

The expenditures of Emergency Management continue to be reported under Department No. 300 "Hidalgo County Division of Emergency Services." I respectfully request confirmation from your office that the expenditures of Emergency Management should continue to be reported under the "Hidalgo County Division of Emergency Services" and not under a separate program of the County Judge's Office.

**AI-26120** **20.D.1.**

# 2011 Pct. 1 R & B appropriation of funds from fund balance (1200)

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Noe Montez, Pct. 1 |
| **Department:** | BUDGET & MANAGEMENT |

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

## Information

### CAPTION

Pct. #1 Rd. Adm. & P/U Rd (1200):
Approval of 2011 appropriation of funds for Pct. 1 Rd. Adm. (pgm 004) & P/U Rd (pgm 005) in the amount of $121,700.00 to fund various operating expenditures.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-121-00X-0-XXX

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

### BUDGETARY IMPACT:

Appropriation of funds for Pct. 1 R & B program's 004 & 005 Rd. Adm. & P/U Rd. in the amount of $121,700.00 to fund various operating expenditures.

Funds available in R & B Unreserved F/B as of 4-6-11.

## Attachments

Link: Pct. 1 R & B appropriation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 04/06/2011 04:29 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/06/2011 04:37 PM | APRV |
| 3 | Sylvia Solis | Sylvia Solis | 04/07/2011 08:18 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Ivan Cantu Started On: 04/05/2011 02:35 PM

Final Approval Date: 04/07/2011

**DATE:** April 12, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr., Budget Officer

**DEPARTMENT NAME:** DBM for Pct. 1 R & B

**ACCOUNT NUMBER:** 1-1200-431-00-121-00X-0-XXX

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

**2011**
**Appropriation**

**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 |
|---|---|---|---|---|
| 1-1200-431-00-121-004-0- | 431 | Pct. 1 Rd. Adm.- | Bldg & Other Struc. R & M Svcs | 6,000.00 |
| 1-1200-431-00-121-004-0- | 532 | Pct. 1 Rd. Adm.- | Wireless Devices | 1,500.00 |
| 1-1200-431-00-121-004-0- | 550 | Pct. 1 Rd. Adm.- | Printing & Binding | 1,000.00 |
| 1-1200-431-00-121-004-0- | 584 | Pct. 1 Rd. Adm.- | Registration Fees | 2,000.00 |
| 1-1200-431-00-121-004-0- | 601 | Pct. 1 Rd. Adm.- | Office & Computer Supplies | 10,000.00 |
| 1-1200-431-00-121-004-0- | 604 | Pct. 1 Rd. Adm.- | Medical & Lab Supplies | 750.00 |
| 1-1200-431-00-121-004-0- | 607 | Pct. 1 Rd. Adm.- | Household & Janitorial Supplies | 1,000.00 |
| 1-1200-431-00-121-004-0- | 613 | Pct. 1 Rd. Adm.- | Safety Supplies | 250.00 |
| 1-1200-431-00-121-004-0- | 630 | Pct. 1 Rd. Adm.- | Food | 1,000.00 |
| 1-1200-431-00-121-004-0- | 631 | Pct. 1 Rd. Adm.- | Bottled Water | 500.00 |
| 1-1200-431-00-121-004-0- | 661 | Pct. 1 Rd. Adm.- | Minor Office Furniture & Equip. | 3,000.00 |
| 1-1200-431-00-121-004-0- | 664 | Pct. 1 Rd. Adm.- | Other Minor Equip. | 1,000.00 |
| 1-1200-431-00-121-004-0- | 665 | Pct. 1 Rd. Adm.- | Minor Computer Equip. | 2,000.00 |
| 1-1200-431-00-121-004-0- | 890 | Pct. 1 Rd. Adm.- | Other | 5,000.00 |
| | | *Subtotal Pct. 1 Rd. Adm., progm 004* | | *35,000.00* |
| | | | | |
| 1-1200-431-00-121-005-0- | 432 | Pct. 1 P/U Rd.- | Equip. & Veh. R & M Svcs | 7,000.00 |
| 1-1200-431-00-121-005-0- | 433 | Pct. 1 P/U Rd.- | R & B R & M Svcs | 30,000.00 |
| 1-1200-431-00-121-005-0- | 532 | Pct. 1 P/U Rd.- | Wireless Devices | 700.00 |
| 1-1200-431-00-121-005-0- | 540 | Pct. 1 P/U Rd.- | Advertising | 6,000.00 |
| 1-1200-431-00-121-005-0- | 601 | Pct. 1 P/U Rd.- | Office & Computer Supplies | 1,500.00 |
| 1-1200-431-00-121-005-0- | 609 | Pct. 1 P/U Rd.- | Agricultural & Landscaping Suppl. | 3,000.00 |
| 1-1200-431-00-121-005-0- | 613 | Pct. 1 P/U Rd.- | Safety Supplies | 5,000.00 |
| 1-1200-431-00-121-005-0- | 619 | Pct. 1 P/U Rd.- | Other Misc. Supplies | 3,500.00 |
| 1-1200-431-00-121-005-0- | 672 | Pct. 1 P/U Rd.- | Equip. & Veh. R & M Supplies | 20,000.00 |
| 1-1200-431-00-121-005-0- | 679 | Pct. 1 P/U Rd.- | Other R & M Supplies | 5,000.00 |
| 1-1200-431-00-121-005-0- | 711 | Pct. 1 P/U Rd.- | ROW | 5,000.00 |
| | | *Subtotal Pct. 1 P/U Rd., progm 005* | | *86,700.00* |
| | | | | |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **121,700.00** |

**REASON:** Appropriation of funds for Pct. 1 Rd. Adm. & P/U Rd., program #'s 004 & 005 from R & B fund balance to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-26174** **20.D.2.**

**Appropriation - Precinct #4 R&B 036 (1200)**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Manuel Chapa, BUDGET & MANAGEMENT |
| **Submitted For:** | Sergio Cruz |
| **Department:** | BUDGET & MANAGEMENT |

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

## Information

### CAPTION

Pct. #4 R&B (1200):
Approval of 2011 appropriation of funds into Precinct 4 Drainage Improvement Project (program 036) in the total amount of $231,403.76.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-036-0-XXX

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

**BUDGETARY IMPACT:**

Funding available as of 4-6-11. Appropriation from R&B (1200) fund balance.

## Attachments

Link: Appropriation - Pct 4 Drainage

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Manuel Chapa (Originator) | Manuel Chapa | 04/07/2011 08:46 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 08:58 AM | APRV |
| 3 | Roland Garcia | Rolando Garcia | 04/07/2011 10:05 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Manuel Chapa Started On: 04/06/2011 04:40 PM

Final Approval Date: 04/07/2011

**DATE:** April 6, 2011

**DEPARTMENT HEAD:** Raul Siguero

**DEPARTMENT NAME:** Dept. of Budget & Mgmt. for Pct# 4 - R&B - Drainage Improvement Projects (1200)

**ACCOUNT NUMBER:** 1-1200-431-00-124-036-0-XXX

**Contact Person:** Manuel Chapa **Ph#** (956) 292-7025 Ext. 5760

**2011**
**Appropriation**

AI# 26174

**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 |
|---|---|---|
| | | |
| 1-1200-431-00-124-036-0-113 | REG F/T EMPLOYEES | 178,783.17 |
| 1-1200-431-00-124-036-0-211 | HEALTH INSURANCE | 20,978.23 |
| 1-1200-431-00-124-036-0-212 | LIFE INSURANCE | 144.51 |
| 1-1200-431-00-124-036-0-220 | FICA | 13,440.20 |
| 1-1200-431-00-124-036-0-230 | RETIREMENT | 17,163.42 |
| 1-1200-431-00-124-036-0-250 | UNEMPLOYMENT COMP | 894.23 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | $ 231,403.76 |

REASON: To appropriate funding for Pct 4 Drainage Improvement Project to cover negatives and next 3 Pay Periods approximately.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-26080** **20.E.1.**

**Clarification on Annual Salary for two Part-Time Admin Aide II positions approved by CC on 02/14/11**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Rosie Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | County Judges |
| **Department:** | BUDGET & MANAGEMENT |

**Agenda Category:** Budget and Management **Sub-category:** Salary Schedule Changes

## Information

### CAPTION

County Judges (1100):
a. Approval of clarification of the annual salary for the following positions previously approved by Commissioners' Court on 02/14/11 (REF: AI 25206/ 7.A.).

| Action | Slot. No. | Employment Status | Position Title | Previously Approved | Budgeted Salary/ Rate of Pay (Clarification) |
|---|---|---|---|---|---|
| Create | 0033 | Part-Time | Administrative Aide II | $17,500.00 pr yr/ $8.4134 pr hr | $35,000.00 pr yr/ $17,500.00 part-time $16.8269 pr hr |
| Create | 0034 | Part-Time | Administrative Aide II | $17,500.00 pr yr/ $8.4134 pr hr | $35,000.00 pr yr/ $17,500.00 part-time $16.8269 pr hr |

b. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-413-00-110-006-0-XXX

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

**BUDGETARY IMPACT:**

No additional funding required. Positions were allocated 100% funding upon approval by Commissioners Court on 02/14/11.
REF: AI 26080/ 7.A.

## Attachments

Link: fiscal note-amended

Link: job description

Link: revised salary schedule-amended

Link: pars

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Rosalinda Cantu (Originator) | Rosie Cantu | 04/07/2011 03:06 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 04:47 PM | APRV |
| 3 | Sylvia Solis | | 04/07/2011 05:34 PM | PEND |

Form Started By: Rosie Cantu  Started On: 04/01/2011 10:28 AM

Final Approval Date: 04/07/2011

# 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.*

**AMENDED**

**To:** Commissioner' Court
**From:** Raul Silguero Jr., Budget Officer
**CC Date:** Thursday, April 07, 2011

**Agenda Item:** 26153
*REF:* 25206

**Summary of request/proposal:**
**County Judge:**
**Approval to create and/or delete the following positions:**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | ADMINISTRATIVE AIDE II | 0020 | 113 | 35,000.00 | 0.00 | (35,000.00) |
| 1100 | ADMINISTRATIVE AIDE II | 0033 | 114 | 0.00 | * 17,500.00 | 17,500.00 |
| 1100 | ADMINISTRATIVE AIDE II | 0034 | 114 | 0.00 | * 17,500.00 | 17,500.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 35,000.00 | 35,000.00 | 0.00 |

* *$17,500.00 CALCULATED AS FOLLOWS:*
$16.8269 PR/HR X 1,040 ESTIMAT. ANNUAL WORK HRS (ACTUAL EXPENDITURE)

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 1-1100-413-00-110-006-0- | 113 | COUNTY JUDGE - | REG F/T EMPLOYEES | ($30,826.92) |
| 1-1100-413-00-110-006-0- | 114 | COUNTY JUDGE - | REG P/T EMPLOYEES | $30,826.92 |
| 1-1100-413-00-110-006-0- | 211 | COUNTY JUDGE - | HEALTH INSURANCE | ($3,170.77) |
| 1-1100-413-00-110-006-0- | 212 | COUNTY JUDGE - | LIFE INSURANCE | $0.00 |
| 1-1100-413-00-110-006-0- | 220 | COUNTY JUDGE - | FICA | $0.00 |
| 1-1100-413-00-110-006-0- | 230 | COUNTY JUDGE - | RETIREMENT | $0.00 |
| 1-1100-413-00-110-006-0- | 250 | COUNTY JUDGE - | UNEMPLOYMENT COMP | $0.00 |
| 1-1100-413-00-110-006-0- | 260 | COUNTY JUDGE - | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2011 Budgetary Impact | ($3,170.77) |

**2012 Budgetary Impact:** $0.00

**Possible Funding Sources:** COST SAVINGS IN HEALTH INSURANCE
FUNDS ALREADY IN PLACE AS APPROVED BY COURT ON 02/14/2011

**Budget Office Recommendation:**

| |
|---|
| ** ESTIMATED HOURS HOURS NOT TO EXCEED ESTIMATED 1040 HRS ANNUALLY AND/ OR 20 HRS PER WEEK, |
| FOR BOTH PART-TIME POSITIONS. RATE OF PAY $16.8269/HR |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
# COUNTY JUDGE'S OFFICE

| | | | |
|---|---|---|---|
| **Job Title:** | **Administrative Aide II** | **FLSA Status:** | **Non-Exempt** |
| **Dept. Code: 110-006** | | **Civil Service Status:** | **Non-Exempt** |

**SUMMARY:**
Performs multiple tasks for the staff of the County Judge's office and provides assistance to the Chief Administrator and support to the administrative assistants. This position reports to an elected official and department head. Must be capable of completing detailed paperwork and be able to assist the administrative aides with their respective projects at the same time. Must be able to perform all other duties directed by the County Judge or by the Chief Administrator.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- May prepare agendas, materials, related thereto and see that all legal requirements are met;
- May be responsible for following up on action of a court, committee or assigned group to ensure that decisions are implemented, contracts are prepared and appropriate parties are notified;
- Responsible for establishing and maintaining official documents and records in appropriate files;
- May be asked to attend some meetings to take notes or furnish information;
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution;
- Should maintain a professional appearance and business attire;
- Should maintain confidentiality with private matters of the County Judge's office;
- Assists office staff as requested or assigned;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

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

**EDUCATION and/or EXPERIENCE:**

- Bachelor's degree and a minimum of two years administrative or governmental experience preferred;

**CERTIFICATES, LICENSES, REGISTRATIONS:**

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

**OTHER SKILLS AND ABILITIES:**

- Ability to read, interprets, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;

- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1100-413-00-110-006-0**

**COUNTY JUDGE**

**AI - 26153**
**REF: 25206**
**AMENDED**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | COUNTY JUDGE | $114,660.00 | $0.00 | $114,660.00 | 0 | $0.00 | $0.00 | $114,660.00 | $114,660.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $122,660.00 |
| 0002 | 113 | CHIEF ADMIN | $81,440.00 | $0.00 | $81,440.00 | 0 | $0.00 | $0.00 | $81,440.00 | $81,440.00 | $0.00 | $0.00 | $0.00 | $5,400.00 | $0.00 | $86,840.00 |
| 0003 | 113 | ASSISTANT CHIEF ADMINISTRATOR | $76,331.00 | ($8,331.00) | $68,000.00 | 0 | $0.00 | $0.00 | $68,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0007 | 113 | EXECUTIVE ASSISTANT III | $41,006.00 | $18,994.00 | $60,000.00 | 0 | $0.00 | $0.00 | $60,000.00 | $60,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,000.00 |
| 0011 | 113 | EXECUTIVE ASST | $48,657.00 | $0.00 | $48,657.00 | 0 | $0.00 | $0.00 | $48,657.00 | $48,657.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,657.00 |
| 0012 | 113 | ADMINISTRATIVE ASSISTANT | $46,956.00 | $0.00 | $46,956.00 | 0 | $0.00 | ($4,956.00) | $42,000.00 | $42,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,000.00 |
| 0018 | 113 | ADMINISTRATIVE AIDE II | $45,046.00 | $0.00 | $45,046.00 | 0 | $0.00 | $0.00 | $45,046.00 | $45,046.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,046.00 |
| | | **DELETE:** ↓ | | | | | | | | | | | | | | |
| ~~0020~~ | ~~113~~ | ~~ADMIN AIDE II~~ | ~~$35,000.00~~ | ~~$0.00~~ | ~~$35,000.00~~ | ~~0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$35,000.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0024 | 113 | ADMINISTRATIVE ASSISTANT | $52,416.00 | ($12,416.00) | $40,000.00 | 0 | $0.00 | $0.00 | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,000.00 |
| 0028 | 113 | EXECUTIVE ASSISTANT III | $0.00 | $58,000.00 | $58,000.00 | 0 | $0.00 | $0.00 | $58,000.00 | $58,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,000.00 |
| 0029 | 113 | ADMINISTRATIVE ASSISTANT III | $0.00 | $35,000.00 | $35,000.00 | 0 | $0.00 | $0.00 | $35,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0030 | 113 | ECONOMIC DEVELOPMENT PLANNER II | $0.00 | $63,000.00 | $63,000.00 | 0 | $0.00 | $0.00 | $63,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0031 | 113 | EXECUTIVE ASSISTANT II | $0.00 | $50,000.00 | $50,000.00 | 0 | $0.00 | $0.00 | $50,000.00 | $50,000.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,480.00 |
| 0032 | 113 | ECONOMIC DEVELOPMENT PLANNER I | $0.00 | $50,487.00 | $50,487.00 | 0 | $0.00 | $0.00 | $50,487.00 | $50,487.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,487.00 |
| | | **CREATE:** ↓ | | | | | | | | | | | | | | |
| **0033** | **114** | **ADMIN AIDE II** | **$0.00** | **$35,000.00** | **$35,000.00** | **0** | **$0.00** | **$0.00** | **$35,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0034** | **114** | **ADMIN AIDE II** | **$0.00** | **$35,000.00** | **$35,000.00** | **0** | **$0.00** | **$0.00** | **$35,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | $506,512.00 | $324,734.00 | $831,246.00 | | $0.00 | ($4,956.00) | $826,290.00 | $590,290.00 | $480.00 | $0.00 | $0.00 | $13,400.00 | $0.00 | $604,170.00 |

**Approval to delete and/or create the above highlighted positions.**

**Note: Personnel actions previously appoved by CC on 02/14/2011. This request is for Clarification of Annual Salary of new Part-Time Admin. Aide II positions, slot #'s 033 & 034. There will be no budgetary impact. Funds made available from deletion of full-time Admin. Aide II position, slot no. 020.**
**Ref: AI 25206/ 7.A**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** COUNTY JUDGE (110-006) **DATE:** 04/05/2011

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 033,034

**REQUESTED POSITION TITLE:** ADMINISTRATIVE AIDE II
**(For new positions or reclassifications)**

Amended

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ -0- (Current Budgeted Salary) $ 35,000.00 X 2 (Proposed Budgeted Salary) $ 35,00.00 X 2 =$70,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other FROM DELETION OF FULL-TIME ADMIN. AIDE II POSITION SLOT NO. 020

**POSITION Type:**

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

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

16.8269 X 2,080 hrs = $35,000.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

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

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

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

DELETION OF ONE (1) FULL-TIME POSITION TO CREATE TWO (2) PERMANENT PART-TIME POSITIONS, #33 &#34

SEE COMMENTS SECTION ON PAGE 2 FOR CLARIFICATION OF ANNUAL SALARY, ESTIMATED ANNUAL HRS AND RATE OF PAY

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

See attached job description.

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

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

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

POSITION TO BE CREATED AT AN ANNUAL SALARY OF $35,000.00. HOWEVER POSITIONS TO BE ALLOTED ONLY $17,500.00 EACH, WHICH IS THE EQUIVALENT OF 20 HRS PER WEEK X 52 WEEKS, A TOTAL OF 1,040.00 ANNUAL HRS. THE RATE OF PAY TO BE CALCULATED AS FOLLOWS: $35,000.00/ 2,080 ANNUAL HRS. = $16.8269

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Yolanda Chapa<br>DEPARTMENT HEAD | 4/8/11<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 4/8/2011<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

**AI-26185** **20.E.2.**

**Facilities Management - Creation of positions**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Sylvia Solis, BUDGET & MANAGEMENT |
| **Submitted For:** | Comm. Pct. 2 |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Facilities Management |

## Information

### CAPTION

Facilities Management (1100):

1. Approval of the following personnel actions:

| Action | Slot No. | Position Title | Grade & Step | Salary |
|---|---|---|---|---|
| Create | 0109 | Custodian I | 1, 1 | $18,564.00 |
| Create | 0110 | Maintenance I | 1, 1 | $18,564.00 |

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:**

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

**BUDGETARY IMPACT:**

Funds for proposed position and related fringe benefit expenditures available.

## Attachments

Link: PAR

Link: Custodian I - Job Description

Link: Maintenance I - Job Description

Link: Fiscal Note

Link: Revised salary schedule

Link: Interdept. transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Sylvia Solis | Sylvia Solis | 04/07/2011 05:06 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 05:08 PM | APRV |
| 3 | Rosalinda Cantu | | 04/07/2011 05:34 PM | NEW |

Form Started By: Sylvia Solis

Started On: 04/07/2011 02:37 PM

Final Approval Date: 04/07/2011

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 4/7/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0109

REQUESTED POSITION TITLE: Custodian I

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 18,564.00 (GRADE 1, STEP 1) (Proposed Budgeted Salary) $ 18,564.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Co. Wide Adm - Contingency

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Needed at the new Pct. 2 - Multi-Complex Adm. Offices.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 4/7/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 4/7/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 4/7/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0110

REQUESTED POSITION TITLE: Maintenance I

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 18,564.00 (GRADE 1, STEP 1) (Proposed Budgeted Salary) $ 18,564.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Co. Wide Adm - Contingency

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Needed at the new Pct. 2 Multi-Complex Adm. Offices.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 4/7/11 | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE 4/7/2011 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# CUSTODIAN I

**GRADE: 01**

## GENERAL DESCRIPTION

Performs entry-level custodial work; Work involves cleaning and caring for state buildings and premises, and maintaining custodial equipment; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

May inspect buildings for cleanliness and report needed repairs as appropriate

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Experience in custodial work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

### Certificates, Licenses, Registrations

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

Must have liability insurance.

### Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures

Skill in the use of custodial materials and chemicals; and in the operation of custodial equipment

## PHYSICAL DEMANDS:

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# MAINTENANCE I

**GRADE: 01**

## GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

### Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

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

Must have liability insurance.

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations

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

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Raul Silguero Jr., Budget Officer
**CC Date:** Tuesday, April 12, 2011 **Agenda Item:** 26185

**Summary of request/proposal:**
**Facilities Management (1100):**
1. Approval to create one (1) full-time Custodian I position, slot no. 0109, grade 01, salary $18,564.00.
2. Approval to create one (1) full-time Maintenance I position, slot no. 0110, grade 01, salary $18,564.00.

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | CUSTODIAN I | 0109 | 113 | 0.00 | 18,564.00 GRADE 1, STEP 1 | 18,564.00 |
| 1100 | MAINTENANCE I | 0110 | 113 | 0.00 | 18,564.00 GRADE 1, STEP 1 | 18,564.00 |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 37,128.00 | 37,128.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 1-1100-419-40-220-001-0- 113 | FACILITIES MGMT - | REG F/T EMPLOYEES | $25,704.00 |
| 1-1100-419-40-220-001-0- 211 | FACILITIES MGMT - | HEALTH INSURANCE | $4,984.62 |
| 1-1100-419-40-220-001-0- 212 | FACILITIES MGMT - | LIFE INSURANCE | $37.38 |
| 1-1100-419-40-220-001-0- 220 | FACILITIES MGMT - | FICA | $1,966.36 |
| 1-1100-419-40-220-001-0- 230 | FACILITIES MGMT - | RETIREMENT | $2,467.58 |
| 1-1100-419-40-220-001-0- 250 | FACILITIES MGMT - | UNEMPLOYMENT COMP | $128.52 |
| 1-1100-419-40-220-001-0- 260 | FACILITIES MGMT - | WORKER'S COMP | $0.00 |
| | | | |
| | | 2011 Budgetary Impact | $35,288.46 |

**2012 Budgetary Impact:** $50,972.22

**Possible Funding Sources:** CO. WIDE ADM. (PENDING INTERDEPT. TRANSFER)

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-419-40-220-001-0**

**AI - 26185**

**FACILTIES MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | BLDG MAINTENANCE MANAGER | 17 | 1 | $63,599.00 | $63,599.00 | $63,882.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $64,422.00 |
| 0002 | 113 | EXECUTIVE ASSISTANT I | 11 | 4 | $44,287.00 | $44,287.00 | $44,491.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,451.00 |
| 0004 | 113 | AIR CONDITION TECHNICIAN II | 9 | 1 | $34,360.00 | $34,360.00 | $34,650.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,650.00 |
| 0005 | 113 | PLUMBER I | 8 | 4 | $35,157.00 | $35,157.00 | $35,157.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,757.00 |
| 0006 | 113 | ELECTRICIAN I | 8 | 4 | $35,157.00 | $35,157.00 | $35,157.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,757.00 |
| 0007 | 113 | MAINTENANCE SUPERVISOR | 11 | 1 | $40,078.00 | $40,078.00 | $40,078.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,078.00 |
| 0008 | 113 | ELECTRICIAN I | 8 | 1 | $31,815.00 | $31,815.00 | $31,815.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,815.00 |
| 0010 | 113 | BUDGET CLERK I | 6 | 4 | $30,141.00 | $30,141.00 | $30,600.00 | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,100.00 |
| 0011 | 113 | ADMINISTRATIVE ASSISTANT II | 6 | 2 | $28,231.00 | $28,231.00 | $28,415.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,195.00 |
| 0012 | 113 | MAINTENANCE III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,216.00 |
| 0013 | 113 | MAINTENANCE III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,256.00 |
| 0014 | 113 | MAIL CLERK | 4 | 2 | $24,203.00 | $24,203.00 | $24,535.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,895.00 |
| 0015 | 113 | MAIL CLERK | 4 | 2 | $24,203.00 | $24,203.00 | $24,535.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,955.00 |
| 0017 | 113 | AC TECHNICIAN HELPER | 4 | 2 | $24,203.00 | $24,203.00 | $24,203.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,203.00 |
| 0018 | 113 | PLUMBER HELPER | 4 | 2 | $24,203.00 | $24,203.00 | $24,203.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,203.00 |
| 0019 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0020 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,311.00 |
| 0021 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0022 | 113 | CUSTODIAN II | 3 | 0 | $20,570.00 | $20,570.00 | $20,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,570.00 |
| 0023 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0024 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,951.00 |
| 0025 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,891.00 |
| 0026 | 113 | MAINTENANCE II | 3 | 3 | $23,169.00 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,169.00 |
| 0027 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,831.00 |
| 0028 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-419-40-220-001-0**

**AI - 26185**

**FACILTIES MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0029 | 113 | MAINTENANCE III | 5 | 1 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0030 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0031 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,611.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,751.00 |
| 0032 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,071.00 |
| 0033 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0034 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,611.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,751.00 |
| 0035 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0036 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,891.00 |
| 0037 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0038 | 113 | CUSTODIAN II | 3 | 0 | $20,570.00 | $20,570.00 | $20,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,570.00 |
| 0039 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,011.00 |
| 0040 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0041 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,011.00 |
| 0042 | 113 | CUSTODIAN II | 3 | 0 | $20,570.00 | $20,570.00 | $20,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,570.00 |
| 0043 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,011.00 |
| 0044 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,071.00 |
| 0045 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0046 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0047 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,891.00 |
| 0048 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0049 | 113 | CARPENTER I | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0050 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0051 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,831.00 |
| 0052 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0053 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-419-40-220-001-0**

**AI - 26185**

**FACILTIES MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0054 | 113 | MAINTENANCE III | 5 | 2 | $26,140.00 | $26,140.00 | $26,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,140.00 |
| 0055 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,951.00 |
| 0056 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0057 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,951.00 |
| 0059 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,771.00 |
| 0060 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0061 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,311.00 |
| 0062 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,431.00 |
| 0063 | 113 | MAINTENANCE II | 3 | 2 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0064 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,131.00 |
| 0065 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0066 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,251.00 |
| 0067 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0068 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,711.00 |
| 0069 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,131.00 |
| 0070 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,771.00 |
| 0071 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0073 | 113 | MAINTENANCE I | 1 | 1 | $18,564.00 | $20,720.00 | $20,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,720.00 |
| 0074 | 113 | MAINTENANCE I | 1 | 4 | $20,514.00 | $20,514.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0075 | 113 | PLUMBER I | 8 | 2 | $32,929.00 | $32,929.00 | $32,929.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,929.00 |
| 0076 | 113 | ELECTRICIAN I | 8 | 2 | $32,929.00 | $32,929.00 | $32,929.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,929.00 |
| 0077 | 113 | AIR CONDITION TECHNICIAN III | 11 | 2 | $41,481.00 | $41,481.00 | $41,481.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,481.00 |
| 0078 | 113 | WELDER II | 6 | 7 | $33,006.00 | $33,006.00 | $33,006.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,606.00 |
| 0079 | 113 | MAINTENANCE II | 3 | 3 | $23,169.00 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,169.00 |
| 0080 | 113 | MAINTENANCE II | 3 | 3 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2011 SALARY SCHEDULE

**1-1100-419-40-220-001-0**

**AI - 26185**

**FACILTIES MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0081 | 113 | MAINTENANCE II | 3 | 3 | $23,169.00 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,169.00 |
| 0082 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0083 | 113 | CUSTODIAN II | 3 | 2 | $22,411.00 | $22,411.00 | $22,411.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,411.00 |
| 0084 | 113 | MECHANIC I | 4 | 1 | $23,385.00 | $23,385.00 | $23,725.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,025.00 |
| 0085 | 113 | MAINTENANCE II | 3 | 4 | $23,927.00 | $23,927.00 | $23,927.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,927.00 |
| 0086 | 113 | MAINTENANCE III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,256.00 |
| 0087 | 113 | MAINTENANCE III | 5 | 1 | $25,256.00 | $25,256.00 | $25,256.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,676.00 |
| 0088 | 113 | MAINTENANCE II | 3 | 4 | $23,927.00 | $23,927.00 | $23,927.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,927.00 |
| 0089 | 113 | MAINTENANCE III | 5 | 10 | $33,212.00 | $33,212.00 | $33,212.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,752.00 |
| 0090 | 113 | INFRASTRUCTURE SYSTEMS MNGR | 17 | 2 | $65,825.00 | $65,825.00 | $65,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $65,825.00 |
| 0091 | 113 | ADMINISTRATIVE ASSISTANT IV | 10 | 4 | $41,006.00 | $41,006.00 | $41,006.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,006.00 |
| 0092 | 113 | CARPENTER III | 7 | 3 | $31,520.00 | $31,520.00 | $31,520.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,180.00 |
| 0093 | 113 | CARPENTER III | 7 | 3 | $31,520.00 | $31,520.00 | $31,520.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,480.00 |
| 0094 | 113 | CARPENTER III | 7 | 1 | $29,458.00 | $29,458.00 | $29,934.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,834.00 |
| 0095 | 113 | CARPENTER III | 7 | 1 | $29,458.00 | $29,458.00 | $29,458.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,058.00 |
| 0096 | 113 | CARPENTER II | 5 | 3 | $27,024.00 | $27,024.00 | $27,024.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,324.00 |
| 0097 | 113 | WELDER I | 4 | 2 | $24,203.00 | $24,203.00 | $24,203.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,203.00 |
| 0098 | 113 | CARPENTER I | 3 | 4 | $23,927.00 | $23,927.00 | $23,927.00 | $1,440.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,367.00 |
| 0099 | 113 | CARPENTER I | 3 | 4 | $23,927.00 | $23,927.00 | $23,927.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,927.00 |
| 0100 | 113 | CARPENTER I | 3 | 4 | $23,927.00 | $23,927.00 | $23,927.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,927.00 |
| 0101 | 113 | CARPENTER I | 3 | 3 | $23,169.00 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,169.00 |
| 0102 | 113 | CARPENTER I | 3 | 3 | $23,169.00 | $23,169.00 | $23,169.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,169.00 |
| 0103 | 113 | CLERK I | 1 | 1 | $18,564.00 | $18,564.00 | $18,564.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,564.00 |
| 0106 | 113 | CUSTODIAN II | 3 | 0 | $20,570.00 | $20,570.00 | $20,570.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,570.00 |
| 0107 | 113 | ELECTRICIAN II | 10 | 1 | $37,109.00 | $37,109.00 | $37,109.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,109.00 |

**HIDALGO COUNTY**
*COMMISSIONER COURT*
**2011 SALARY SCHEDULE**

**1-1100-419-40-220-001-0**

**AI - 26185**

**FACILTIES MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | GRADE | STEP | 2011 GRADE & STEP SALARY | 2011 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0108 | 113 | ELECTRICIAN I | 8 | 0 | $30,224.00 | $30,224.00 | $30,224.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,224.00 |
| | | **CREATE THE FOLLOWING:** | | | | | | | | | | | |
| **0109** | **113** | **CUSTODIAN I** | **1** | **1** | **$18,564.00** | **$18,564.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0110** | **113** | **MAINTENANCE I** | **1** | **1** | **$18,564.00** | **$18,564.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | | | $2,647,773.00 | $2,649,929.00 | $2,502,340.00 | $30,360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,532,700.00 |

1. Approval to create one (1) full-time Custodian I position, slot no. 0109, grade 01, salary $18,564.00.
2. Approval to create one (1) full-time Maintenance I position, slot no. 0110, grade 01, salary $18,564.00.

Personnel actions pending CC approval.

**DATE:** April 7, 2011

**DEPARTMENT HEAD:** Raul Silguero, Jr.

**2011**
**Transfer**

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Facilities Management

**ACCOUNT NUMBER:** 1-1100-41X-X0-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| **FROM** | | | |
| 1-1100-415-00-115-002-0- 899 | CO WIDE ADM - | CONTINGENCY | (35,288.46) |
| | | | |
| | | | |
| | | | |
| **TO** | | | |
| 1-1100-419-40-220-001-0- 113 | FACILITIES MGMT - | REG F/T EMPLOYEES | $25,704.00 |
| 1-1100-419-40-220-001-0- 211 | FACILITIES MGMT - | HEALTH INSURANCE | $4,984.62 |
| 1-1100-419-40-220-001-0- 212 | FACILITIES MGMT - | LIFE INSURANCE | $37.38 |
| 1-1100-419-40-220-001-0- 220 | FACILITIES MGMT - | FICA | $1,966.36 |
| 1-1100-419-40-220-001-0- 230 | FACILITIES MGMT - | RETIREMENT | $2,467.58 |
| 1-1100-419-40-220-001-0- 250 | FACILITIES MGMT - | UNEMPLOYMENT COMP | $128.52 |
| | | | |
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| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:**

**Interdepartmental transfer to fund salaries and related fringe benefits for one (1) Custodian I and one (1) Maintenance I positions, slot no.'s 109 & 110, grade level 01 respectively.**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE** / /

**ATTEST, COUNTY CLERK**

**AI-26187** **20.E.3.**

**Pct. 3 - Approval to create one (1) Maintenance II position, slot no. 0078, budgeted salary $32,000.00**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Sylvia Solis, BUDGET & MANAGEMENT |
| **Submitted For:** | Comm. Pct. 3 |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Category:** | Precinct #3 |

## Information

### CAPTION

Pct. 3 P/U Rd (1200):
1. Approval to create one (1) full-time Maintenance II position, slot no. 0078, budgeted salary $32,000.00.
2. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-123-005-0-XXX

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

### BUDGETARY IMPACT:

Funds for proposed Maintenance II position and related fringe benefit expenditures available from lapsed salaries of various vacant positions.

## Attachments

Link: job description

Link: pars

Link: Fiscal Note

Link: Revised salary schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Sylvia Solis | Sylvia Solis | 04/07/2011 04:50 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 04:52 PM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/07/2011 05:06 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Sylvia Solis Started On: 04/07/2011 02:58 PM

Final Approval Date: 04/07/2011

# MAINTENANCE II

**GRADE: 03**

## GENERAL DESCRIPTION

Performs routine (journey-level) building maintenance and construction work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

Maintains records on work orders or projects

May assist with the maintenance and repair of machinery, equipment, systems, or components

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

May make repairs to telephone systems and install wiring for new installations

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

### Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance; to follow instructions; to work from drawings, diagrams, or sketches; and to train others

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

Must have liability insurance.

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations

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

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT.3 P/U RD (123-005) DATE: 04/7/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0078

REQUESTED POSITION TITLE: Maintenance II

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 32,000.00 (Proposed Budgeted Salary) $ 32,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

Position needed for road & bridge pending projects.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 4-8-2011 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 4/8/2011 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# Hidalgo County
## Department of Budget & Management
## FISCAL NOTE

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

**To:** Commissioner' Court
**From:** Raul Silguero Jr., Budget Officer
**CC Date:** Tuesday, April 12, 2011 **Agenda Item:** 26187

**Summary of request/proposal:**
**Pct. 3 P/U Rd (1200):**
**Approval to create one (1) full-time Maintenance II position, slot no. 0078, budgeted salary $32,000.00**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | MAINTENANCE II | 0078 | 113 | 0.00 | 32,000.00 | 32,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 32,000.00 | 32,000.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 1-1200-431-00-123-005-0- | 113 | PCT.3 P/U RD - | REG F/T EMPLOYEES | $23,261.54 |
| 1-1200-431-00-123-005-0- | 211 | PCT.3 P/U RD - | HEALTH INSURANCE | $2,616.92 |
| 1-1200-431-00-123-005-0- | 212 | PCT.3 P/U RD - | LIFE INSURANCE | $19.63 |
| 1-1200-431-00-123-005-0- | 220 | PCT.3 P/U RD - | FICA | $1,779.51 |
| 1-1200-431-00-123-005-0- | 230 | PCT.3 P/U RD - | RETIREMENT | $2,233.11 |
| 1-1200-431-00-123-005-0- | 250 | PCT.3 P/U RD - | UNEMPLOYMENT COMP | $116.31 |
| 1-1200-431-00-123-005-0- | 260 | PCT.3 P/U RD - | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2011 Budgetary Impact | $30,027.02 |

**2012 Budgetary Impact:** $41,307.00

**Possible Funding Sources:** **WITHIN PCT.3 P/U RD BUDGET.**
**(From lapsed salaries from various vacant positions)**

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1200-431-00-123-005-0**

**AI - 26187**

**PCT. 3 P/U RD**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | CHIEF ADMIN | $84,357.00 | $0.00 | $84,357.00 | 0 | $0.00 | $0.00 | $84,357.00 | $84,357.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $84,777.00 |
| 0002 | 113 | COORDINATOR | $80,982.00 | $0.00 | $80,982.00 | 0 | $0.00 | $0.00 | $80,982.00 | $80,982.00 | $1,324.79 | $0.00 | $0.00 | $0.00 | $0.00 | $82,306.79 |
| 0003 | 113 | EXECUTIVE ASST | $62,986.00 | $0.00 | $62,986.00 | 0 | $0.00 | $0.00 | $62,986.00 | $62,986.00 | $612.95 | $0.00 | $0.00 | $0.00 | $0.00 | $63,598.95 |
| 0004 | 113 | FIELD OPERATIONS DIRECTOR | $60,737.00 | $0.00 | $60,737.00 | 0 | $0.00 | $0.00 | $60,737.00 | $60,737.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $61,697.00 |
| 0005 | 113 | ASST FIELD/OP DIR | $54,600.00 | $0.00 | $54,600.00 | 0 | $0.00 | $0.00 | $54,600.00 | $54,600.00 | $485.87 | $0.00 | $0.00 | $0.00 | $0.00 | $55,085.87 |
| 0006 | 113 | ASST FIELD/OP DIR | $51,739.00 | $0.00 | $51,739.00 | 0 | $0.00 | $0.00 | $51,739.00 | $51,739.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,739.00 |
| 0007 | 113 | ADMIN AIDE | $45,443.00 | $0.00 | $45,443.00 | 0 | $0.00 | $0.00 | $45,443.00 | $45,443.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,863.00 |
| 0008 | 113 | PAVING SUPVSR | $43,363.00 | $0.00 | $43,363.00 | 0 | $0.00 | $0.00 | $43,363.00 | $43,363.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,903.00 |
| 0009 | 113 | COMM LIAISON | $41,081.00 | $0.00 | $41,081.00 | 0 | $0.00 | $0.00 | $41,081.00 | $41,081.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,081.00 |
| 0010 | 113 | MECHANIC III | $42,000.00 | $0.00 | $42,000.00 | 0 | $0.00 | $0.00 | $42,000.00 | $42,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,660.00 |
| 0011 | 113 | MAINTENANCE III | $37,800.00 | $0.00 | $37,800.00 | 0 | $0.00 | $0.00 | $37,800.00 | $37,800.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,340.00 |
| 0013 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,600.00 |
| 0014 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,500.00 |
| 0015 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,860.00 |
| 0016 | 113 | HEAVY EQ OP II | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,380.00 |
| 0017 | 113 | HEAVY EQ OP II | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,020.00 |
| 0018 | 113 | HEAVY EQ OP II | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,600.00 |
| 0019 | 113 | HEAVY EQ OP II | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,560.00 |
| 0020 | 113 | HEAVY EQ OP II | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,200.00 |
| 0022 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,600.00 |
| 0023 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,000.00 |
| 0024 | 113 | SUPERVISOR | $35,700.00 | $0.00 | $35,700.00 | 0 | $0.00 | $0.00 | $35,700.00 | $35,700.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,240.00 |
| 0025 | 113 | HEAVY EQ OP III | $29,852.00 | $0.00 | $29,852.00 | 0 | $0.00 | $0.00 | $29,852.00 | $29,852.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,632.00 |
| 0026 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,720.00 |
| 0027 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,420.00 |
| 0029 | 113 | OFFICE CLERK | $29,040.00 | $0.00 | $29,040.00 | 0 | $0.00 | $0.00 | $29,040.00 | $29,040.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,040.00 |
| 0030 | 113 | MECHANIC II | $28,796.00 | $0.00 | $28,796.00 | 0 | $0.00 | $0.00 | $28,796.00 | $28,796.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,796.00 |
| 0031 | 113 | INVOICE CLERK | $28,484.00 | $0.00 | $28,484.00 | 0 | $0.00 | $0.00 | $28,484.00 | $28,484.00 | $331.03 | $0.00 | $0.00 | $0.00 | $0.00 | $28,815.03 |
| 0032 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,360.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1200-431-00-123-005-0**

**AI - 26187**

**PCT. 3 P/U RD**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0033 | 113 | TRCK DRVER III | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,300.00 |
| 0034 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,660.00 |
| 0035 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,660.00 |
| 0036 | 113 | TRCK DRVER III | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,900.00 |
| 0037 | 113 | MAINTENANCE II | $28,366.00 | $0.00 | $28,366.00 | 0 | $0.00 | $0.00 | $28,366.00 | $28,366.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,366.00 |
| 0038 | 113 | MAINTENANCE II | $28,186.00 | $0.00 | $28,186.00 | 0 | $0.00 | $0.00 | $28,186.00 | $28,186.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,846.00 |
| 0039 | 113 | TRCK DRIVER I | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,260.00 |
| 0040 | 113 | MAINTENANCE I | $30,000.00 | $0.00 | $30,000.00 | 0 | $0.00 | $0.00 | $30,000.00 | $30,000.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,420.00 |
| 0041 | 113 | TRF SA/SPC II | $28,116.00 | $0.00 | $28,116.00 | 0 | $0.00 | $0.00 | $28,116.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0042 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,780.00 |
| 0043 | 113 | HEAVY EQ OP III | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,660.00 |
| 0044 | 113 | TRCK DRIVER I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0045 | 113 | TRCK DRIVER I | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,360.00 |
| 0046 | 113 | MAINTENANCE III | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0047 | 113 | TRCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0 | $0.00 | $0.00 | $32,000.00 | $32,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,000.00 |
| 0049 | 113 | TRF SA/SPC II | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,420.00 |
| 0050 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,360.00 |
| 0051 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,480.00 |
| 0052 | 113 | MAINTENANCE III | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0053 | 113 | CUSTODIAN | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,540.00 |
| 0054 | 113 | HEAVY EQ OP II | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0055 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0056 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0057 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0058 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0059 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,300.00 |
| 0060 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0061 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0062 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2011 SALARY SCHEDULE**

**1-1200-431-00-123-005-0**

**AI - 26187**

**PCT. 3 P/U RD**

| Slot # | Obj Code | POSITION TITLE | 2010 BUDGETED SALARY | 2011 ADJUSTED SALARY | 2011 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2011 BUDGETED SALARY APPROVED | 2011 ACTUAL SALARY | Other Allowances | | | | | 2011 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0063 | 113 | TIRE REPAIR | $30,000.00 | $0.00 | $30,000.00 | 0 | $0.00 | $0.00 | $30,000.00 | $30,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,000.00 |
| 0067 | 113 | WELDER | $32,760.00 | $0.00 | $32,760.00 | 0 | $0.00 | $0.00 | $32,760.00 | $32,760.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,760.00 |
| 0068 | 113 | HEAVY EQ OP I | $24,880.00 | $0.00 | $24,880.00 | 0 | $0.00 | $0.00 | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| 0069 | 113 | HEAVY EQ OP I | $24,880.00 | $0.00 | $24,880.00 | 0 | $0.00 | $0.00 | $24,880.00 | $24,880.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,880.00 |
| T070 | 121 | OFFICE CLERK | $18,720.00 | $0.00 | $18,720.00 | 0 | $0.00 | $0.00 | $18,720.00 | $18,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,720.00 |
| T071 | 121 | OFFICE CLERK | $18,720.00 | $0.00 | $18,720.00 | 0 | $0.00 | $0.00 | $18,720.00 | $18,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,720.00 |
| 0072 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,600.00 |
| 0073 | 113 | INVENTORY CONTROL SPECIALIST | $38,000.00 | $0.00 | $38,000.00 | 0 | $0.00 | $0.00 | $38,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0074 | 113 | HEAVY EQ OP III | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,720.00 |
| 0075 | 113 | HEAVY EQ OP III | $33,600.00 | $0.00 | $33,600.00 | 0 | $0.00 | $0.00 | $33,600.00 | $33,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,600.00 |
| 0076 | 113 | TRCK DRVER III | $28,000.00 | $0.00 | $28,000.00 | 0 | $0.00 | $0.00 | $28,000.00 | $28,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,000.00 |
| 0077 | 113 | HUMAN RESOURCES COORDINATOR | $0.00 | $42,000.00 | $42,000.00 | 0 | $0.00 | $0.00 | $42,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **CREATE THE FOLLOWING:** ↓ | | | | | | | | | | | | | | |
| **0078** | **113** | **MAINTENANCE II** | **$0.00** | **$32,000.00** | **$32,000.00** | **0** | **$0.00** | **$0.00** | **$32,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | $2,342,788.00 | $42,000.00 | $2,384,788.00 | | $0.00 | $0.00 | $2,384,788.00 | $2,248,672.00 | $24,114.64 | $0.00 | $0.00 | $0.00 | $26,187.00 | $2,272,786.64 |

Approval to create one (1) full-time Maintenance II position, slot no. 0078, budgeted salary $32,000.00.
Personnel action pending CC approval.

**AI-26052** **21.A.4.**

# Approval of Final Execution of L&G Engineering
# CC REGULAR

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Rocio Villarreal, PURCHASING DEPT. |
| **Submitted For:** | Rocio Villarreal |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Sub-category:** Hidalgo County |

## Information

### CAPTION

a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334

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

**BUDGETARY IMPACT:**

$70,000.00 available balance as of 04/06/2011.

## Attachments

Link: contract

Link: WA#1

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 03/31/2011 09:36 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/01/2011 10:24 AM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/06/2011 05:06 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Rocio Villarreal Started On: 03/30/2011 03:40 PM

Final Approval Date: 04/07/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-11-054-04-12**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Engineering Services required for "On Call Services - MPO and HCRMA, Traffic Studies County Wide Projects for **Hidalgo County** hereinafter referred to as the **"Project.**

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B" *Services to be Provided by the Engineer*, attached hereto and made a part of this Agreement.

2.3 Schedule of Work. The Engineer shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in EXHIBIT "C" – *Work Schedule*, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement becomes effective when fully executed by both parties and shall terminate at the close of business two years from date of execution (hereinafter referred to as the "Termination Date"), unless termination date is extended by written supplemental agreement, as provided in Article 8 hereof, duly

executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the Engineer to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner.**

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner,** after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer,** upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In

determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so,

and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time

periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. **Compensation and Fees.** For and in consideration of the services to be

rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer** as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"**- ***Contract Rates***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in EXHIBIT "D" - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. **Method of Payment.**

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment.** Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such

payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the

**Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in EXHIBIT "E"– *Work Authorization Form*, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in EXHIBIT **"B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified

in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. **Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound

engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership** and **Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon

completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some

purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. **Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the

Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to

the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner.** The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges

incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body

having jurisdiction. (c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. **Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act

of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this

Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than

two hundred fifty thousand dollars ($250,000) each person for bodily injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) **Professional Liability** in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only

exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| OWNER: | ENGINEER: |
|---|---|
| Hidalgo County | L & G Consulting Engineers, Inc. |
| 1615 S. Closner, Ste., J | 2100 West Expressway 83 |
| Edinburg, Texas 78539 | Mercedes, Texas 78570 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. **Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and

complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

**ENGINEER:**
**L & G CONSULTING ENGINEERS INC.**
d/b/a **L & G ENGINEERING**

**BY:** _____
Jacinto Garza, P.E./President

**OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

ATTEST:

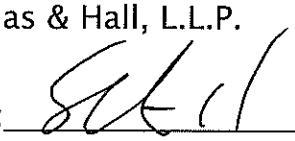
_____

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

ATTACHMENTS:

**EXHIBIT A** –Scope of Services to be provided by the Owner
**EXHIBIT B** –Scope of Services to be provided by the Engineer
**EXHIBIT C** –Work Schedule (to be issued with Work Authorization)
**EXHIBIT D** –Contract Rates
**EXHIBIT E** – Sample – Work Authorization Form
**EXHIBIT F** – Sample – Supplemental Agreement Form
**EXHIBIT G**– Certificate of Insurance *(Hidalgo County)*

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

### B. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

### D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

### E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at

the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

## F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

## G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services.

# EXHIBIT "C"

## WORK SCHEDULE

[THIS PAGE LEFT BLANK INTENTIONALLY]

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

**ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)**

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $195.65 | 2 | 8 HOURS | $3,130.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
| ANTHONY GARZA | HCMPO REPRESENTATION | $75.25 | 2 | 8 HOURS | $1,204.00 |
| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

**ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $5,900.00/intersection | 30 |

**ITEM C. TRAFFIC SIGNAL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $6,300.00/intersection | 30 |

**ITEM D. SPOT SPEED STUDY**

| | | |
|---|---|---|
| Spot Speed Study | $2,800.00/location | 15 |

**ITEM E. LEFT TURN BAY WARRANT STUDY**

| | | |
|---|---|---|
| Left Turn Warrant Studies | $4,700.00/intersection | 30 |

# EXHIBIT "D-1"
# CONTRACT RATES

## FOR ADDITIONAL ENGINEERING SERVICES

**L&G Engineering**
Transportation Consulting Engineers

Audited Overhead Rates 2009

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 11 | Contract Rate FY 12 | Contract Rate FY 13 |
|---|---|---|---|---|
| Principal | $ - | $ - | $ - | $ - |
| Senior Project Manager | $ 65.00 | $ 195.65 | $ 201.52 | $ 207.57 |
| Project Manager | $ - | $ - | $ - | $ - |
| Senior Engineer | $ 46.45 | $ 139.81 | $ 144.01 | $ 148.33 |
| Project Engineer | $ 37.00 | $ 111.37 | $ 114.71 | $ 118.15 |
| Design Engineer | $ 34.00 | $ 102.34 | $ 105.41 | $ 108.57 |
| EIT | $ 24.72 | $ 74.41 | $ 76.64 | $ 78.94 |
| Senior Engineer Tech | $ 24.04 | $ 72.36 | $ 74.53 | $ 76.77 |
| Engineer Tech | $ 23.00 | $ 69.23 | $ 71.31 | $ 73.45 |
| Junior Engineer Tech | $ 22.64 | $ 68.15 | $ 70.19 | $ 72.30 |
| Senior CADD Operator | $ 21.00 | $ 63.21 | $ 65.11 | $ 67.06 |
| CADD Operator | $ 19.00 | $ 57.19 | $ 58.91 | $ 60.67 |
| Senior Biologist | N/A | | | |
| Biologist | $ 16.00 | $ 48.16 | $ 49.60 | $ 51.09 |
| Senior Geologist | N/A | | | |
| Geologist | N/A | | | |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 129.43 | $ 133.31 | $ 137.31 |
| Environmental Secientist/ Specialist | $ 25.00 | $ 75.25 | $ 77.51 | $ 79.83 |
| Admin/Clerical | $ 17.50 | $ 52.68 | $ 54.26 | $ 55.88 |

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

**Percent complete to be billed.**

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55 / mile |
| Car Rental | $60.00/day |
| Air Travel (Coach/Business Class) | **At Cost** |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

Rates Appoved (JG) 2/17/2011
Revision No. 2

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-_____

## Work Authorization Form EXHIBIT E

## WORK AUTHORIZATION NO. ____

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, 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.

SAMPLE

**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 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

**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 _____, 2011.

| THE ENGINEER: | THE OWNER:<br>HIDALGO COUNTY |
|---|---|
| _____ | _____ |
| By: Jacinto Garza, P.E.<br>President | By: Ramon Garcia, County Judge |

ATTEST:

_____

By: 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" – Fee Schedule

SAMPLE

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. _____

### TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ____ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

**THE ENGINEER:**
**ENGINEER**

**BY:** _____

**THE OWNER:**
**HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Client#: 11734 LGLABOR

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Consulting Engineers, Inc.
2100 W Expressway 83
Mercedes, TX 78570

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Steadfast Insurance Co. | 26387 |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: Peerless Insurance Company | 24198 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>X BI/PD Ded:10000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | GPL967060502 | 07/19/10 | 07/19/11 | EACH OCCURRENCE | $2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| C | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | BA802134140 | 07/19/10 | 07/19/11 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | | | | | | $ |
| | | | | | | | $ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | TSF00010203000<br>YES | 07/23/10 | 07/23/11 | X WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | | OTHER Professional Liability | GPL967060502 | 07/19/10 | 07/19/11 | $2,000,000 agg<br>$2,000,000 ea. occ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept/Marth L Salazar, CPPB
Purchasing Agent 2812 S. Buiness
Hwy. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

**Blanket Waiver of Subrogation**

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C- 11-054-04-12
# Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L **& G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization will be based on an as per meeting basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D-1" Fee Schedule and "D-1" Contract Rates.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

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

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT NO. 3**

**BY:**_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on January 25, 2011 as indicated below.

**THE ENGINEER:**
**L&G ENGINEERING**

_____

**By: Jacinto Garza, P.E.**
**President**

**THE OWNER:**
**HIDALGO COUNTY**

_____

**By: Ramon Garcia,**
**County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule
Exhibit D-1 Contract Rates

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

# EXHIBIT "D"
# FEE SCHEDULE

## COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $195.65 | 2 | 8 HOURS | $3,130.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $195.65 | 1 | 8 HOURS | $1,565.20 |
| ANTHONY GARZA | HCMPO REPRESENTATION | $75.25 | 2 | 8 HOURS | $1,204.00 |
| | HCRMA UPDATE STATUS & PROGRESS | $75.25 | 1 | 8 HOURS | $602.00 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $52.68 | 2 | 2 HOURS | $210.72 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $52.68 | 1 | 2 HOURS | $105.36 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$6,982.68** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

# EXHIBIT "D-1"
# CONTRACT RATES

## FOR ADDITIONAL ENGINEERING SERVICES

**L&G Engineering**
Transportation Consulting Engineers

Audited Overhead Rates 2009

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 11 | Contract Rate FY 12 | Contract Rate FY 13 |
|---|---|---|---|---|
| Principal | $ - | $ - | $ - | $ - |
| Senior Project Manager | $ 65.00 | $ 195.65 | $ 201.52 | $ 207.57 |
| Project Manager | $ - | $ - | $ - | $ - |
| Senior Engineer | $ 46.45 | $ 139.81 | $ 144.01 | $ 148.33 |
| Project Engineer | $ 37.00 | $ 111.37 | $ 114.71 | $ 118.15 |
| Design Engineer | $ 34.00 | $ 102.34 | $ 105.41 | $ 108.57 |
| EIT | $ 24.72 | $ 74.41 | $ 76.64 | $ 78.94 |
| Senior Engineer Tech | $ 24.04 | $ 72.36 | $ 74.53 | $ 76.77 |
| Engineer Tech | $ 23.00 | $ 69.23 | $ 71.31 | $ 73.45 |
| Junior Engineer Tech | $ 22.64 | $ 68.15 | $ 70.19 | $ 72.30 |
| Senior CADD Operator | $ 21.00 | $ 63.21 | $ 65.11 | $ 67.06 |
| CADD Operator | $ 19.00 | $ 57.19 | $ 58.91 | $ 60.67 |
| Senior Biologist | N/A | | | |
| Biologist | $ 16.00 | $ 48.16 | $ 49.60 | $ 51.09 |
| Senior Geologist | N/A | | | |
| Geologist | N/A | | | |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 129.43 | $ 133.31 | $ 137.31 |
| Environmental Secientist/ Specialist | $ 25.00 | $ 75.25 | $ 77.51 | $ 79.83 |
| Admin/Clerical | $ 17.50 | $ 52.68 | $ 54.26 | $ 55.88 |

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

**Percent complete to be billed.**

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55 / mile |
| Car Rental | $60.00/day |
| Air Travel (Coach/Business Class) | **At Cost** |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

Rates Appoved (JG) 2/17/2011
Revision No. 2

**AI-25875** **21.A.5.**

**Award/Hot Mix Cold Laid Road Material**

**CC REGULAR**

| | |
|---|---|
| Date: | 04/12/2011 |
| Submitted By: | Sandy Suarez, PURCHASING DEPT. |
| Submitted For: | Marty Salazar |
| Department: | PURCHASING DEPT. |
| Agenda Category: | Purchasing Department Sub-category: Hidalgo County |

## Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"Hot Mix Cold Laid Road Material" RFB NO.: 2011-005-03-09-SGS.

BACKGROUND

2. New contract to commence upon approval of Commissioner's Court.
3. Recommended sole bidder is Frontera Materials, Inc.
4. Contract document was reviewed and approved by Legal counsel as to form.

## Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

See attached exp report for possible funding sources and availibility of funds. Purchases/ services are on an as needed basis.

## Attachments

Link: Award Packet

Link: comparison sheet

Link: contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/05/2011 03:56 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/05/2011 03:59 PM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 04/06/2011 10:44 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Sandy Suarez Started On: 03/22/2011 09:42 AM

Final Approval Date: 04/07/2011

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

# MEMORANDUM

**Date: March 10, 2011**

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

**Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

**Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD CONCURRENCE REQUEST**
**Bid No. 2011-005-03-09-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"**

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us Due by no later than Friday, March 17, 2011 @10:00 A.M.** in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 29, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**COMMENTS/CONCERNS:**
Recommending Award to Sole Bidder Frontera Materials Meeting All Specs

**BUDGET ACCOUNT #:** 1-1200-431-00-121-005-0-673
1-1336-431-00-121-041-0-731
1-1342-431-00-121-041-0-731

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | Noe Montez | Pct 1 | 3-16-11 |

Enclosures

Pct 1
3/17

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

RECEIVED
MAR 23 2011
By C. 4:30 pm

# MEMORANDUM

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Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

| |
|---|
| COMMENTS/CONCERNS: N/A |
| |
| |
| |
| BUDGET ACCOUNT #: 1/1200-431.00-122.006.0/673 or depending on Projects. |

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | Ricardo Cuellar | R&B | 3/21/11 |

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

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Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-005-03-09-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

| COMMENTS/CONCERNS: |
|---|
| |
| |
| |
| BUDGET ACCOUNT #: 1-1200-431-10-173-005-0-673 |

Joe. m. Flores Precinct #3 3/15/11

Authorized Signature | Printed Name | Department | Date

Enclosures

Note: up from $ 72.25

3/17

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626 / Fax: (956) 318-2629**

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Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

**Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**RE: BID AWARD CONCURRENCE REQUEST**
**Bid No. 2011-005-03-09-SGS-Hidalgo County- "HOT MIX COLD LAID ROAD MATERIAL"**

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Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us Due by no later than Friday, March 17, 2011 @10:00 A.M.** in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 29, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

| COMMENTS/CONCERNS: |
|---|
| |
| |
| |
| **BUDGET ACCOUNT #:** 1-1200-431-00-124-0070-673 |

Gloria A. Beltran Gloria A. Beltran Pct #4 3/14/11

Authorized Signature | Printed Name | Department | Date

Enclosures

4
3/16

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

| | |
|---|---|
| DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources) | |
| BID OPENING DATE: MARCH 09, 2011 | BID OPENING TIME: 9:30 A.M. |
| DESCRIPTION OF BID: " HOT MIX-COLD LAID ROAD MATERIAL" | |
| BID NO: 2010-005-03-09-SGS | BUYER: Sandy Suarez |

| | NAME OF COMPANY/LOCATION<br>**SOLE BIDDER** | UNIT PRICE PER TON | TOTAL PRICE |
|---|---|---|---|
| #1 | **FRONTERA MATERIALS, INC.**<br>Location of Plant:<br>4 Miles N of US 83 on FM 2221<br>La Joya, Texas | **$ 83.50**<br>per ton | **$ 83.50**<br>per ton |
| | | | |
| | | | |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE: March 09, 2011 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY- HOT MIX COLD LAID ROAD MATERIAL"**

**BID NO.: 2011-005-03-09-SGS**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1. Frontera Materials<br>Attn: Barry Ehlinger | EM | Sandy Suarez | 02/22/11 | PO Box 1917<br>Weslaco, TX. 78596<br>P#956-316-8952 C#956-605-5965<br>bmefrontea@aol.com |
| 2. Valley Caliche Products, Inc.<br>Attn: Mark Motheral | EM | Sandy Suarez | 02/22/11 | PO Box 1086<br>Mission, TX. 78573<br>P# 956-581-2751 F# 956-585-6844<br>valleycaliche@aol.com |
| 3. F & M Transportation, Inc.<br>Attn: Frank | EM | Sandy Suarez | 02/22/11 | 610 E. Montie Cristo Rd.<br>Edinburg, TX. 78541<br>P# 956-381-6666<br>Frank3@fmtransport.com |
| 4. AG III Contractors LLC | EM | Sandy Suarez | 02/22/11 | 22414 W. US Hwy 281<br>San Benito, TX. 78586<br>P# 956-361-3011<br>Zapatachristine@yahoo.com |
| 5. Prime Vendor, Inc. | EM | Sandy Suarez | 03/02/11 | 4622 Cedar Ave. Ste 124<br>Wilmington, N.C. 28403<br>P# 800-746-9554 F# 800-746-8306<br>Bids11@prime-vendor.com |
| 6. Rio Valley Pipe, LLc<br>Attn: Amanda Plata | EM | Sandy Suarez | 03/04/11 | P#956-584-5770 F#956-583-2086<br>C# 956-276-0075<br>salesinfo@riovalleypipe.com |
| 7. | | | | |
| 8. | | | | |

**VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**
**FACSIMILE (FAX)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# COMPARISON SHEET

| | |
|---|---|
| DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources) | |
| BID OPENING DATE: MARCH 09, 2011 | BID OPENING TIME: 9:30 A.M. |
| DESCRIPTION OF BID: " HOT MIX-COLD LAID ROAD MATERIAL" | |
| BID NO: 2010-005-03-09-SGS | BUYER: Sandy Suarez |

| CURRENT CONTRACT HOLDER | PROPOSED NEW BID<br>SOLE BIDDER | DIFFERENCE |
|---|---|---|
| **FRONTERA MATERIALS, INC.** | **FRONTERA MATERIALS, INC.** | |
| $ 72.00 | $ 83.50 | **$ 11.50** |

**REQUIREMENTS AGREEMENT**
**C-11-005-04-12**

**THIS AGREEMENT** (the "Agreement") is entered into as of the 12th of April, 2011 by and between Frontera Materials, Inc., a Corporation ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material, "** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 12, 2011 and ending April 11, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Frontera Materials, Inc.
Attn: Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or

procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON,_____.**

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P

By_____

**HIDALGO COUNTY**

By:_____
**Ramon Garcia, County Judge**

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY: Frontera Materials, Inc.**

By:_____
Printed Name:_____
Title:_____

# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

February 22, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"HOT MIX- COLD LAID ROAD MATERIAL"**
**Bid No: 2011-005-03-09-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
## County Of Hidalgo
## REQUEST FOR BIDS (RFB) CHECKLIST

**HIDALGO COUNTY**
**(All Funding Sources, Programs and Entities)**
**"HOT MIX- COLD LAID ROAD MATERIAL"**
**RFB NO: 2011-005-03-09-SGS**

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 4 pages.
4. Exhibit B Bid Page, consisting of 1 pages.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages
8. Certification Regarding Debarment, consisting of 1 pages
9. Draft Service Agreement consisting of 7 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

02/22/2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# LEGAL NOTICE

# HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

# REQUEST FOR BIDS

# "HOT-MIX COLD LAID ROAD MATERIAL"

**RFB: 2011-005-03-09-SGS**

| Bid No: 2011-005-03-09 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## (All Funding Sources, Programs and Entities)

## "HOT MIX- COLD LAID ROAD MATERIAL"

### BID OPENING DATE:
### March 09, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)-HOT MIX -COLD LAID ROAD MATERIAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-005-03-09-SGS-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITIIES) – HOT MIX COLD LAID ROAD MATERIAL"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, MARCH 09, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2011-005-03-09-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"**
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"** 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 Precinct № 1<br>Attn. Joanna Gonzalez<br>1902 Joe Stephens<br>Weslaco, Texas 78596 | Hidalgo County Precinct № 2<br>Attn. Yoli Cisneros<br>301 E State<br>Pharr, Texas 78577 |
| Hidalgo County Precinct № 3<br>Attn. Norma Ceballos<br>724 N. Breyfogle<br>Mission, Texas 78574 | Hidalgo County Precinct № 4<br>Attn. Gloria Beltran<br>1102 N. Doolittle Rd.<br>Edinburg, Texas 78539 |

17. Schedule of Events:

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **March 09, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to

the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

**HIDALGO COUNTY**
**(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)**
**"HOT MIX- COLD LAID ROAD MATERIAL"**
**BID NO.: 2011-005-03-9-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
## HIDALGO COUNTY
**(All Funding Sources, Programs and Entities)**
## "HOT MIX-COLD LAID ROAD MATERIAL"
## BID NO.: 2011-005-03-09-SGS

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

## SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an "**As Needed Basis**". It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

## TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder.

The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.

The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL SNO LATER THAN, Wednesday, March 02, 2011, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail no later than, 5:00 P.M., Friday, March 04, 2011.**

# EXHIBIT "B"

**HIDALGO COUNTY**
**(All Funding Sources, Programs and Entities)**
**"HOT MIX-COLD LAID ROAD MATERIAL"**
**BID NO.: 2011-005-03-09-SGS**

## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

| | |
|---|---|
| BID PRICE PER TON :<br>$_____ | Pit/Plant Location:<br>_____<br>_____ |

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS ~ COMP/OP GG | $ |
| | | | | | | |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS
# ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — 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

# BIDDER/VENDOR APPLICATION AND W-9

## HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

## REQUEST FOR BIDS

## "HOT MIX COLD LAID ROAD MATERIAL"

**RFB: 2011-005-03-09-SGS**

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. (  )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. (  )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)**

| | | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# DEBARMENT

# HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

# REQUEST FOR BIDS

# "HOT MIX COLD LAID ROAD MATERIAL"

## RFB: 2011-005-03-09-SGS

## Certification
## Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "B"

**HIDALGO COUNTY**
**(All Funding Sources, Programs and Entities)**
**"HOT MIX-COLD LAID ROAD MATERIAL"**
**BID NO.: 2011-005-03-09-SGS**

ADDENDUM

## BID PAGE

9:33
3-9-11
Witnessed

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

| BID PRICE PER TON : | Pit/Plant Location |
|---|---|
| $ 83.50<br>Eighty-three dollars & 50 cents | (La Joya Plant)<br>4 miles N of US 83 on FM 2221, La Joya TX |

BIDDER/COMPANY NAME: FRONTERA MATERIALS, INC

ADDRESS: P.O. Box 1449

CITY/STATE/ZIP CODE: ELSA TX 78543

PHONE & FAX NUMBER: 956-316-8954 / FAX 956-316-8905

E-MAIL ADDRESS: bmefrontera@AOL.com

CELLULAR NUMBER: barry: 956-607-5965

AUTHORIZED SIGNATURE: Barry McEhlinger

PRINTED NAME: Barry M. Ehlinger

TITLE: Materials Mgr.

DATE: 3/8/2011

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2010

PRODUCER (956)565-2481 FAX: (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

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
Frontera Materials, Inc.
PO BOX 1449

Elsa TX 78543-1449

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Travelers Indemnity Company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | BINDER | 9/1/2010 | 9/1/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | BINDER | 9/1/2010 | 9/1/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS / UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | BINDER | 9/1/2010 | 9/1/2011 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$<br>$<br>$<br>$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below | BINDER | 9/1/2010 | 9/1/2011 | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
100 N. Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert R Garza/AZ Robt R Garza


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**AI-26081** **21.A.6.**

## "Reject Bids"-Purchase of One (1) New Unused Mobile Health Unit

## CC REGULAR

| | |
|---|---|
| Date: | 04/12/2011 |
| Submitted By: | Elena Gomez, PURCHASING DEPT. |
| Submitted For: | Marty Salazar |
| Department: | PURCHASING DEPT. |
| Agenda Category: | Purchasing Department |

### Information

CAPTION

Recommendation to reject all bids received for Hidalgo County's Department of Health & Human Services-" Purchase of One (1) New Mobile Health Unit" through-RFB No. 2011-020-03-16-MEG as bidders did not meet specifications and/or requirements.

BACKGROUND

Reference: Authority to advertise AI#25309 2-22-11

### Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-048-5-741

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 4-6-11 $374,417.00

### Attachments

Link: Reject bid request from the department

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/05/2011 04:02 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/06/2011 08:06 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 04/07/2011 09:00 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Elena Gomez Started On: 04/01/2011 03:26 PM

Final Approval Date: 04/07/2011

**From:** Eddie Olivarez [eddie.olivarez@hchd.org]
**Sent:** Monday, April 04, 2011 1:08 PM
**To:** 'Elena Gomez'
**Cc:** rigo.hinojosa@hchd.org; mike.escaname@hchd.org; 'Sandra Garza'; 'Josie Escalante'
**Subject:** RE: 2011-020-03-16-MEG "Purchase of One Mobile Health Unit"

**Hello All**

**Re-bid as long they all know what the spec are and that there is a $10,000 allowance for design development and painting or decaling the unit. The vendor must assist with the develop of the art for that amount of money.**

**Eduardo Olivarez**
**Chief Administrative Officer**
**Hidalgo County Health and Human Services**
**956-383-8858**
www.twitter.com/hidalgohealth

-----Original Message-----
**From:** Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 5:00 PM
**To:** eddie.olivarez@hchd.org
**Cc:** rigo.hinojosa@hchd.org; mike.escaname@hchd.org; 'Sandra Garza'; 'Josie Escalante'
**Subject:** RE: 2011-020-03-16-MEG "Purchase of One Mobile Health Unit"

Good Afternoon,

After further looking into the issue of the project mentioned above, it has come to the conclusion that this project will be in the best interest of Hidalgo County and Hidalgo County Health and Human Services to reject the bids received and re-advertise. Due to the modifications of the specifications and issue with the Texas Franchise Dealer License and the restroom issue. We can not negotiate on the price since it's a straight bid. Please advise

Thank you for your time in this issue

*Elena Gomez, Buyer II*
*Hidalgo County Purchasing Dept.*
*2812 S Bus. Highway 281*
*Edinburg, Texas 78539*
*(956) 318-2626 x 4855*
*(956) 292-7612*
*elena.gomez@co.hidalgo.tx.us*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 3:02 PM
**To:** 'Elena Gomez'
**Subject:** RE: 2011-020-03-16-MEG "Purchase of One Mobile Health Unit"

Reject and re-bid!

---

**From:** Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 3:00 PM
**To:** 'Martha Salazar'
**Subject:** FW: 2011-020-03-16-MEG "Purchase of One Mobile Health Unit"

Mrs. Salazar

Sandra Garza from the Health Department emailed me some concerns listed below, can you please look them over and let me know you would be the best way of doing this? One of her concerns is the outside design, the specs clearly say there is an allowance of $ 10,000.00 for the outside design of the Mobile. Please advise

Thank you,

*Elena Gomez, Buyer II*
*Hidalgo County Purchasing Dept.*
*2812 S Bus. Highway 281*
*Edinburg, Texas 78539*
*(956) 318-2626 x 4855*
*(956) 292-7612*
*elena.gomez@co.hidalgo.tx.us*

---

**From:** Sandra Garza [mailto:sandra.garza@hchd.org]
**Sent:** Friday, April 01, 2011 2:49 PM
**To:** 'Elena Gomez'
**Cc:** rigo.hinojosa@hchd.org; mike.escaname@hchd.org; eddie.olivarez@hchd.org
**Subject:** RE: 2011-020-03-16-MEG "Purchase of One Mobile Health Unit"

Good Afternoon Elena,

I think we need to make a clarification on the cost of replacing the restroom with a patient educational/multi-purpose area. There would be a $3900.00 deducted from the cost of not having a restroom; however what is the cost for one of the above areas mentioned and is Mobile Specialty going to help us with the design that goes on the Mobile Unit at no cost? Also do we have to re-advertise with a modification that requires Texas vehicles only as per Marty's statement? Can you ask Lifeline Mobile to verify if they are a licensed Franchised Motor Vehicle Dealer?

Please advise us on these items, let's meet and discuss this as soon as you have a chance.

Thank you,
Sandra Garza
Health & Human Services
sandra.garza@hchd.
956-383-6221 ext. 243

**AI-26128** **21.B.1.**

**C-10-235-07-20-J.E. Saenz & Associates, Inc.**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Vangie Garcia, PURCHASING DEPT. |
| **Submitted For:** | Marty Salazar |
| **Department:** | PURCHASING DEPT. |
| **Agenda Category:** | Purchasing Department **Sub-category:** Prct. 1 |

## Information

**CAPTION**

Consideration and approval of the following items in connection to Contract #C-10-235-07-20-Professional Engineering Services for "Mile 17 North between FM 1015 & Mile 5 West" with J. E. Saenz & Associates, Inc. as follow:

a. Rescind action taken by Commissioners Court on Agenda Item #23813 dated November 9, 2010 for authority to advertise "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive); and

b. Authority to exercise thirty (30) day Notice of Termination to J. E. Saenz & Associates Inc. as provided under Contract #C-10-235-07-20 (Pg. 3, Art. #3, more specifically Sect. 3.4-Termination of Agreement-#5) in connection with: "Mile 17 North between FM 1015 & Mile 5 West" for the remaining Phases II and III only inasmuchas Phase I has been initiated;

c. Authority for Hidalgo County Precinct No. 1 to issue payments (if applicable) in connection to services rendered under Phase I pursuant to payment procedures.

**BACKGROUND**

Said request as per Precinct #1 (see email confirmation). Thirty (30) days written notice of termination to vendor effective as May 24, 2011.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1342-431-00-121-085-0-711/731

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

**BUDGETARY IMPACT:**

PO #644426 for J. E. Saenz & Assoc., Inc. in relation to Mile 17N (FM 88- FM 1015) road project.

Obj. 731 "Roads"- Amount available as of 4-6-11 $66,899.04
Obj. 711 "ROW'- Amount available as of 4-6-11 $6,500.00

PO total amount is $182,005.83

Termination of contract will require payment of any pending invoices under the aforementioned PO.

## Attachments

Link: Contract Document

Link: Minutes and Agenda #23813

Link: Pct's Confirmation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/06/2011 10:02 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/06/2011 10:13 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 04/06/2011 01:18 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Vangie Garcia

Started On: 04/05/2011 04:49 PM

Final Approval Date: 04/07/2011

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-10-235-07-20

## Work Authorization Form

# WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive).

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 **$182,005.83**. The breakdown of the total amount is $17,500.00 for right of way acquisition, $109,670.55 for engineering services and $54,835.28 for RPR services. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

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

Account No. 2010-1342-431-00-121-085-0-731

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on March 16, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

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 #1, Commissioner as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 7/20/10 as indicated below and effective as of 20th day of July, 2010.

THE ENGINEER:
(Firms Name)

By: (Name of Engineer)

THE OWNER:
HIDALGO COUNTY

By: Rene A. Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

# Hidalgo County Precinct #1
## Mile 17 Road Widening

**June 2010**

**Eng 10.018**

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

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

June 22, 2010

Commissioner A.C. Cuellar Jr.
County of Hidalgo, Precinct #1
1902 Joe Stephens Ave.
Weslaco, Tx 78596

Re: Mile 17 Road Widening (*FM 88 to FM 1015*)
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Cuellar,

It is our pleasure to submit to Hidalgo County Precinct #1, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on Mile 17 has led us to the understanding that there are approximately 11 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services $38,500.00 and $215,095.68 respectively for the parcels and design of Mile 17. RPR services including project management during construction is an optional but recommended service. This would ensure daily construction oversight and compliance. Our fee for daily site observations during site civil construction is estimated to be $107,547.85. The total fees above are based on the following breakdown:

| **Phase/ Section** | **Fee** |
|---|---|
| Phase I (From FM 1015 West to Mile 4) | $182,005.83 |
| Phase II (From Mile 4 0.5 Miles to West To Drain Ditch) | $107,829.27 |
| Phase III (From FM 88 0.5 Miles to East To Drain Ditch) | $ 71,308.43 |
| **Total:** | **$361,143.53** |

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1. We will be conducting services for the 11 parcels as follows:

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

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

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

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

We will then proceed with construction plans of the widening of Mile 17. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new streets as follows:

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

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

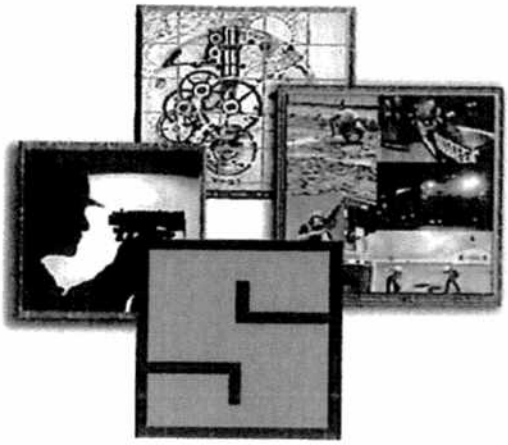
Respectfully Submitted,

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

JES/fq

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

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



# EXHIBIT "A"

## Scope of Services
## Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

# EXHIBIT "A"

## HIDALGO COUNTY PRECINCT 1

### Mile 17 Road Widening

## Scope of Services

1. The following provides an outline of the srvices to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

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

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

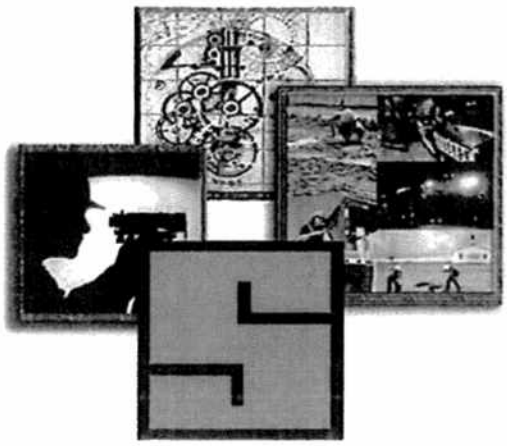
(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.



# EXHIBIT "B"

## Scope of Services
## Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

# EXHIBIT "B"

## HIDALGO COUNTY PRECINCT 1

### Mile 17 Road Widening

## Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

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

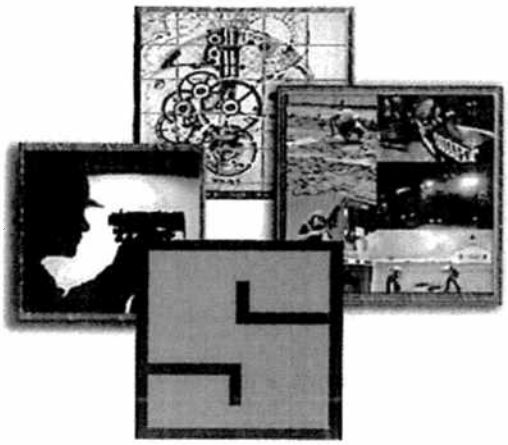
1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #1.

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

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



# EXHIBIT "C"

## Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

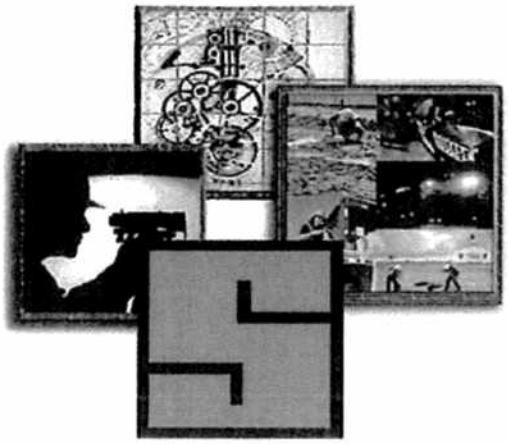
**J.E. SAENZ & ASSOCIATES, INC.**
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

**DATE: June 10, 2010**

**PROJECT: Hidlago County Precinct #1 Mile 17 Improvements**

(day 1)

| | | June | | | | July | | | | August | | | | | September | | | | October | | | | November | | | | | December | | | | January | | | | February | | | | March | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 7 | 14 | 21 | 28 | 5 | 12 | 19 | 26 | 2 | 9 | 16 | 23 | 30 | 6 | 13 | 20 | 27 | 4 | 11 | 18 | 25 | 1 | 8 | 15 | 22 | 29 | 6 | 13 | 20 | 27 | 2 | 9 | 16 | 23 | 30 | 6 | 13 | 20 | 27 | 4 | 11 | 18 | 25 |
| 1 | Kick-off meeting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Data Collection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Inventory & Needs Assesments | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Preliminary Plan and Specs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | QCQA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Final Plans & Specs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Bidding & Contracts | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Construciton | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Close-Out | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



# EXHIBIT "D"

## Estimated Cost Proposal

## *J.E. Saenz & Associates, Inc.*

6/22/2010

**Project Name:Mile 17 (Ciro Casares) FromMile 4 to FM 1015**

**STATEMENT OF PROBABLE COST**

**Project Number: ENG.10.018**



PHASE I

5,400 L.F. OF ROAD WIDENING W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 54 | STA | $450.00 | $24,300.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 16,950 | S.Y. | $11.00 | $186,450.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 18,750 | S.Y. | $7.50 | $140,625.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 21,150 | S.Y. | $6.00 | $126,900.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 3,390 | GAL | $4.50 | $15,255.00 |
| 6 | TYPE "F" INLETS | 20 | E.A. | $3,000.00 | $60,000.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 5,900 | L.F. | $30.00 | $177,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 475 | L.F. | $21.00 | $9,975.00 |
| 9 | DRVWYS (CONC PAV) | 850 | S.Y. | $28.00 | $23,800.00 |
| 10 | 5' CONCRETE SIDEWALK | 3,000 | S.Y. | $30.00 | $90,000.00 |
| 11 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 10,800 | L.F. | $8.00 | $86,400.00 |
| 12 | ADA RAMPS | 10 | E.A. | $900.00 | $9,000.00 |
| 13 | CULVERT EXTENSION | 46 | L.F. | $300.00 | $13,800.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $10,000.00 | $10,000.00 |
| 15 | DITCH CLEARING (500' EACH SIDE) | 1 | L.S. | $2,500.00 | $2,500.00 |
| 16 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $10,000.00 | $10,000.00 |
| 17 | EROSION CONTROL | 1 | L.S. | $5,000.00 | $5,000.00 |
| 18 | TRAFFIC CONTROL | 1 | L.S. | $6,000.00 | $6,000.00 |
| | | | | **SUB TOTAL:** | $997,005.00 |

**I. TOTAL ESTIMATED COST**

| | |
|---|---|
| 1) CONSTRUCTION | $997,005.00 |
| 2) 10 % CONTINGENCY | $99,700.50 |
| 3) ENGINEERING SERVICES | $109,670.55 |
| 4) RPR SERVICES | $54,835.28 |
| 5) PARCEL ACQUISITION (5 @ $3,500) | $17,500.00 |

**TOTAL:** **$1,278,711.33**

## J.E. Saenz & Associates, Inc.

6/22/2010

**Project Name:Mile 17 (Ciro Casares) From Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch**

**STATEMENT OF PROBABLE COST**

**Project Number: ENG.10.018**



PHASE II

2,800 L.F. OF ROAD WIDENING W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 28 | STA | $450.00 | $12,600.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 9,370 | S.Y. | $11.00 | $103,070.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 10,290 | S.Y. | $7.50 | $77,175.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 11,510 | S.Y. | $6.00 | $69,060.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 1,874 | GAL | $4.50 | $8,433.00 |
| 6 | REMOVAL INLET STRUCTURE | 6 | E.A. | $450.00 | $2,700.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 2,800 | L.F. | $30.00 | $84,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 300 | L.F. | $21.00 | $6,300.00 |
| 9 | 5' CONCRETE SIDEWALK | 1,530 | S.Y. | $30.00 | $45,900.00 |
| 10 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 5,500 | L.F. | $8.00 | $44,000.00 |
| 11 | ADA RAMPS | 11 | E.A. | $900.00 | $9,900.00 |
| 12 | TYPE "F" INLETS | 11 | E.A. | $3,000.00 | $33,000.00 |
| 13 | DRVWYS (CONC PAV) | 150 | S.Y. | $28.00 | $4,200.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $5,000.00 | $5,000.00 |
| 15 | DITCH CLEARING (500' EACH SIDE) | 1 | L.S. | $2,500.00 | $2,500.00 |
| 16 | REMOVAL CONCRETE SIDEWALK | 600 | S.Y. | $9.00 | $5,400.00 |
| 17 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $7,500.00 | $7,500.00 |
| 18 | EROSION CONTROL | 1 | L.S. | $2,500.00 | $2,500.00 |
| 19 | TRAFFIC CONTROL | 1 | L.S. | $3,000.00 | $3,000.00 |
| | | | | SUB TOTAL: | $526,238.00 |

**I. TOTAL ESTIMATED COST**

| | |
|---|---|
| 1) CONSTRUCTION | $526,238.00 |
| 2) 10 % CONTINGENCY | $52,623.80 |
| 3) ENGINEERING SERVICES | $57,886.18 |
| 4) RPR SERVICES | $28,943.09 |
| 5) PARCEL ACQUISITION (6@ $3,500) | $21,000.00 |
| **TOTAL:** | **$686,691.07** |

*J.E. Saenz & Associates, Inc.* 6/22/2010

**Project Name:Mile 17 (Ciro Casares) From FM 88 0.5 Miles East to Drain Ditch**

**Project Number: ENG.10.018**

**STATEMENT OF PROBABLE COST**



PHASE III

2,600 L.F. OF ROAD RECONSTRUCTION W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 26 | STA | $450.00 | $11,700.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 7,367 | S.Y. | $11.00 | $81,037.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 8,220 | S.Y. | $7.50 | $61,650.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 9,350 | S.Y. | $6.00 | $56,100.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 1,473 | GAL | $4.50 | $6,630.30 |
| 6 | REMOVAL INLET STRUCTURE | 14 | E.A. | $450.00 | $6,300.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 200 | L.F. | $30.00 | $6,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 655 | L.F. | $21.00 | $13,755.00 |
| 9 | 5' CONCRETE SIDEWALK | 1,420 | S.Y. | $30.00 | $42,600.00 |
| 10 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 5,100 | L.F. | $8.00 | $40,800.00 |
| 11 | ADA RAMPS | 12 | E.A. | $900.00 | $10,800.00 |
| 12 | TYPE "F" INLETS | 17 | E.A. | $3,000.00 | $51,000.00 |
| 13 | DRVWYS (CONC PAV) | 600 | S.Y. | $28.00 | $16,800.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $5,000.00 | $5,000.00 |
| 15 | REMOVAL CONCRETE SIDEWALK | 1,000 | S.Y. | $9.00 | $9,000.00 |
| 16 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $7,500.00 | $7,500.00 |
| 17 | EROSION CONTROL | 1 | L.S. | $2,500.00 | $2,500.00 |
| 18 | TRAFFIC CONTROL | 1 | L.S. | $3,000.00 | $3,000.00 |
| | | | | SUB TOTAL: | $432,172.30 |

**I. TOTAL ESTIMATED COST**

| | |
|---|---|
| 1) CONSTRUCTION | $432,172.30 |
| 2) 10 % CONTINGENCY | $43,217.23 |
| 3) ENGINEERING SERVICES | $47,538.95 |
| 4) RPR SERVICES | $23,769.48 |
| **TOTAL:** | **$546,697.96** |

**AI-22034** **20.B.1.**

**Contract & Work Authorization #1-J.E. Saenz & Associates-Pct. 1 M 17N (FM 1015-M5W/FM 88)**

**CC REGULAR**

**Date:** 07/20/2010
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 1

## Information

**CAPTION**

a. Requesting approval of a professional service agreement with J.E. Saenz & Associates, Inc. for the provision of engineering services for Hidalgo County Pct. #1 project titled: Mile 17 N. between FM 1015 & Mile 5 W./ FM 88 as approved through CC 06/08/10 on AI#21458; and
b. Requesting acceptance and approval of Work Authorization #1-Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive) in the amount of $182,005.83.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2010 **ACCT. #:** 0-1342-431-00-121-085-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pending appropriation of funds, AI #22055, CC 7-20-10 for the CO's 2010 Series A & B (fund 1342).

## Attachments

Link: Mile 17 Road Widening Documentation for Work Authorizations #1
Link: Mile 17 Proposal
Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 07/15/2010 04:52 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 07/15/2010 04:55 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 07/16/2010 03:55 PM | APRV |
| 4 | Auditor's Office | | 07/16/2010 05:17 PM | NEW |

Form Started By: Vangie Garcia Started On: 07/14/2010 04:19 PM

Final Approval Date: 07/16/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-235-07-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "Mile 17N between FM 1015 & Mile 5W" for **Hidalgo County Precinct Number 1** (hereinafter referred to as the **"Project"**).

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

**WHEREAS**, **Owner** has selected the **Engineer** to provide the Services (hereinafter defined) within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1.** Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2.** Character and Extent of Services. This Agreement will provide for the

development of the **Project** with the following:

2.1 **Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 **Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto and made a part of this Agreement.

2.3 **Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**" in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 **Non-Exclusive Services of Engineer.** Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 **Term.** This Agreement shall commence upon approval of this agreement for a term of one (1) year, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner**

pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**=s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**=s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give

consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic

review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

**ARTICLE 6. Method of Payment.**

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before

noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 **Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (a**Final Payment**@) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 **Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in EXHIBIT "E"- ***Work***

*Authorization Form*, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the Owner of each **Work Authorization** for the **Project** shall

serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that

such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise

drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer=s** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to

such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. **Sub-Contracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the Owner a non-exclusive, royalty-free license under patents now or hereafter owned by the Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the Owner if necessary to perform the work hereunder. The Engineer shall, however, inform each of its employees who receive such information of these restrictions and the Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the Owner, effectuating the purposes of this Article.

16.2 Inventions. The Engineer shall communicate to the Owner at once, and require

the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be

made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable

governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be

suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any PS&E developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such PS&E.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner,** the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively ALiabilities@) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer,** its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or

omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars ($250,000) each person for bodily

injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**– ***Hidalgo County Certificate of Insurance.*** The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the Engineer covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-Collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid

or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the Owner.

ARTICLE 26. **Disputes**. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| OWNER: | ENGINEER: |
|---|---|
| Hidalgo County | J. E. Saenz & Associates, Inc. |
| 100 E. Cano, 2nd, Floor | 211 East Wisconsin Road |
| Edinburg, Texas 78539 | Edinburg, Texas 78539 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete

authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

**WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

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

BY: _____
Jose E. "Eddie" Saenz, P.E./President

**OWNER:**
**HIDALGO COUNTY**

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

*Approved by Commissioners' Court on* JULY 20, 2010 ~~*June 15, 2010.*~~

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

| | |
|---|---|
| EXHIBIT A-1 | -Request for Qualifications (RFQ) Procurement Packet |
| EXHIBIT A | -Scope of Services to be provided by the Owner |
| EXHIBIT B | -Scope of Services to be provided by the Engineer |
| EXHIBIT C | -Work Schedule |
| EXHIBIT D | -Engineer=s Rates |
| EXHIBIT D-1 | -Fee Breakdown |
| EXHIBIT E | -Work Authorization Form |
| EXHIBIT F | -Supplemental Agreement Form |
| EXHIBIT G | -Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

# PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
**RFQ NO: 2010-011-01-13-MSS**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
County Of Hidalgo

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
## HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   *(Page 8 must be submitted with response)*
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   *(Must be submitted with response)*
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   *(Must be submitted with response)*
6. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of 1 page.
   *(Must be submitted with response)*
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   *(Must be submitted with response)*
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   *(Must be submitted with response)*
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   *(Must be submitted with response)*
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    *(Must be submitted with response)*
11. Attachment "A" Documentation Requi red on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 p age.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

12/21/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| RFQ NO: 2010-011-01-13-MSS | BUYER II: MOISES SALAZAR | TEL: 956-292-7000-EXT. 4863 |
|---|---|---|

# REQUEST FOR QUALIFICATIONS

**Hidalgo County**
Edinburg, Texas

## PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

## JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE RFQ NO: 2010-011-01-13-MSS

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 2010.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.**

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   **WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN** Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Professional Engineering Services -Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**Ray Eufracio, County Auditor**
**2802 S. Business Hwy. 281**
**Edinburg, TX 78539**
**956-318-2511**

15. Schedule of Events

| | |
|---|---|
| **RFQ Acceptance, 9:30 A.M.** | **January 13, 2010** |
| Award of Contract | _____, 2010 |
| Commence Work or Deliver Products | _____, 2010 |

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request For Qualifications**
for
**Professional Engineering Services -Hidalgo County**
(Including all Funding Sources, Programs and Entities)
**RFQ No: 2010-011-01-13-MSS**

## JANUARY 13, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

# PROFESSIONAL ENGINEERING SERVICES

# 2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

## *SECTION I -GENERAL TERMS AND CONDITIONS*

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II -RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B.**

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

## *PART III -SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

## STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

## NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format** of RFQs should be submitted to:

| US Postal Mail Address: | Physical Address: |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

# EXHIBIT B

# EVALUATION CRITERIA

## HIDALGO COUNTY
## REQUEST FOR QUALIFICATIONS

## PROFESSIONAL ENGINEERING SERVICES

## 2010-011-01-13-MSS

## EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### 1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

### 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### 3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS

# RFQ EVALUATION FORM

| Selection Criteria | Points | Score |
|---|---|---|
| **1. STAFFING OF PROJECT TEAM** (20) | | |
| a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. | 10 | _____ |
| b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). | 5 | _____ |
| c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. | 5 | _____ |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| **2. EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES** (25) | | |
| a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. | 10 | _____ |
| b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. | 5 | _____ |
| c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance. | 10 | _____ |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| **3. METHODOLOGY** (15) | | |
| a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project | 15 | _____ |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** (30) | | |
| a) Demonstrate an understanding of the scope of services | 10 | _____ |
| b) Address appropriate Federal/State/Local regulations and policies | 15 | _____ |
| c) Identify information to be gathered or obtained | 5 | _____ |

Comments/Rationale For Points: _____

| | | |
|---|---|---|
| **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATION** (10) | | |
| a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required). | 10 | _____ |

Comments/Rationale For Points: _____

**Total** _____

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
## Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. (  )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. (  )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.** _____

**State of Incorporation:** _____ **Date:**_____ **Other:** _____

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:** _____

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**_____

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

| PROJECT IN PROGRESS | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM # | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 1 | Application & Certification of Payment | Contractor/Architect | X | X | X |
| 2 | Schedule of Values | Contractor | X | X | X |
| 3 | List of Supplier and Sub-Contractors (as applicable) | Contractor | X | X | X |
| 4 | Partial Waiver of Liens (Sub-Contractors/Suppliers) | Contractor | X | X | |
| 5 | Progress Report of Project | Engineer | X | X | X |
| 6 | Copies of Permits (Building/Plumbing/Mechanical, etc.) | Contractor | X | X | |
| 7 | Certificate of Liability Insurance | Contractor | X | X | X |

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

| PROJECT NEAR COMPLETION | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM # | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 8 | Punch List | Architect | X | X | |
| 9 | Certificate of Partial Substantial Completion | Architect | X | X | X |
| 10 | Consent of Sureties* | Bonding Agent | X | X | X |
| 11 | Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion). | Bonding Agent | X | X | X |

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

| PROJECT COMPLETED | | DOCUMENT SOURCE | "X" Denotes Where Applicable | | |
|---|---|---|---|---|---|
| ITEM# | DOCUMENTS REQUIRED FOR PAYMENT | | New Building | Building Renovation | Road Projects |
| 12 | Certificate of Construction Completion | Architect | X | X | X |
| 13 | General Contractor Warranty | Contractor | X | X | X |
| 14 | Certificate of Occupancy | Architect | X | X | |
| 15 | *Contractor's Affidavits of Release of Liens | Bonding Agent | X | X | X |
| 16 | *Contractor's Affidavit of Payments of Debts and Claims | Bonding Agent | X | X | X |
| 17 | *Consent of Surety Company to Final Payment. | Bonding Agent | X | X | X |
| 18 | Final Blue Prints | Architect | X | X | X |
| 19 | Manufacturer Warranties | Contractor | X | X | |

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

**ATTACHMENT B**

# PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

## HIDALGO COUNTY PURCHASING DEPARTMENT

| | |
|---|---|
| Name and Address of Firm: | |
| Principals of Firm and Titles: | |
| Firm's Registration No.: | |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Civil Engineering | | Mechanical Engineering |
| | Structural Engineering | | Environmental Engineering |
| | Geotechnical Engineering | | Electrical Engineering |
| | MEP Engineering (Mech/Elec/Plumb) | | Highway Engineering |
| | | | |
| | | | |

Local References (Rio Grande Valley) List Four (4) Only:

| |
|---|
| Reference #1: |
| Reference #2: |
| Reference #3: |
| Reference #4: |

Recent Projects (Within Two [2] Years) List Four (4) Only:

| |
|---|
| Project #1: |
| Project #2: |
| Project #3: |
| Project #4: |

| | |
|---|---|
| Submitted By: | |
| Signature: | |
| Typed Name: | |

# EXHIBIT A

-Scope of Services to be Provided by the Owner

# EXHIBIT "A"

## Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

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

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

-Scope of Services to be Provided by the Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

# EXHIBIT "B"

## HIDALGO COUNTY PRECINCT 1

### Mile 17 Road Widening

## Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

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

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

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

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

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

# EXHIBIT C

-Work Schedule

# EXHIBIT "C"

## Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT D

-Engineer's Contract Rates

# EXHIBIT "D"

Engineers Agreement Rates

## J.E. Saenz & Associates, Inc.
## Hourly Rates (2009)

| | |
|---|---|
| Principal | $175.00 |
| Registered Professional Land Surveyor | $150.00 |
| Professional Engineer III | $145.00 |
| Professional Engineer II | $135.00 |
| Professional Engineer I | $125.00 |
| Certified Planner AICP | $100.00 |
| Assistant Planner | $ 75.00 |
| Engineer Assistant III | $ 95.00 |
| Engineer Assistant II | $ 85.00 |
| Engineer Assistant I | $ 75.00 |
| GIS Analyst III | $ 75.00 |
| GIS Analyst II | $ 65.00 |
| GIS Analyst I | $ 55.00 |
| Construction Superintendent | $ 85.00 |
| Right-of-Way Agent | $ 80.00 |
| Technician III | $ 65.00 |
| Technician II | $ 60.00 |
| Technician I | $ 55.00 |
| Survey Coordinator | $ 70.00 |
| Resident Project Representative | $ 70.00 |
| Secretary/Clerical/Support Staff | $ 45.00 |
| Runner Services (including mileage within metro area) | $ 25.00 |
| GPS Crew | $125.00 |
| 4-Man Survey Crew | $ 95.00 |
| 3-Man Survey Crew | $ 85.00 |
| 2-Man Survey Crew | $ 75.00 |

## EXPENSES

| | |
|---|---|
| Direct Expenses | Actual Cost x 1.10 |
| Large Format Copies/Printer | |
| Scan to File | $0.25/Sq. Ft. |
| Bond Paper | $0.50/Sq. Ft. |
| Mylar 24"x 36" | $2.25/Sq. Ft. |
| Plotter 750 | |
| Mylar 24"x 36" | $2.50/Sq. Ft. |
| Roll Stock | $0.25/Sq. Ft. |
| Fax | $1.00/Page |
| Photocopies | $0.10/Page |
| Mileage | $0.40/Mile |

# EXHIBIT D-1

-Fee Breakdown

## J.E. Saenz & Associates, Inc.

6/22/2010

**Project Name:Mile 17 (Ciro Casares) FromMile 4 to FM 1015**

**STATEMENT OF PROBABLE COST**

**Project Number: ENG.10.018**



PHASE I

5,400 L.F. OF ROAD WIDENING W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 54 | STA | $450.00 | $24,300.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 16,950 | S.Y. | $11.00 | $186,450.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 18,750 | S.Y. | $7.50 | $140,625.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 21,150 | S.Y. | $6.00 | $126,900.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 3,390 | GAL | $4.50 | $15,255.00 |
| 6 | TYPE "F" INLETS | 20 | E.A. | $3,000.00 | $60,000.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 5,900 | L.F. | $30.00 | $177,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 475 | L.F. | $21.00 | $9,975.00 |
| 9 | DRVWYS (CONC PAV) | 850 | S.Y. | $28.00 | $23,800.00 |
| 10 | 5' CONCRETE SIDEWALK | 3,000 | S.Y. | $30.00 | $90,000.00 |
| 11 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 10,800 | L.F. | $8.00 | $86,400.00 |
| 12 | ADA RAMPS | 10 | E.A. | $900.00 | $9,000.00 |
| 13 | CULVERT EXTENSION | 46 | L.F. | $300.00 | $13,800.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $10,000.00 | $10,000.00 |
| 15 | DITCH CLEARING (500' EACH SIDE) | 1 | L.S. | $2,500.00 | $2,500.00 |
| 16 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $10,000.00 | $10,000.00 |
| 17 | EROSION CONTROL | 1 | L.S. | $5,000.00 | $5,000.00 |
| 18 | TRAFFIC CONTROL | 1 | L.S. | $6,000.00 | $6,000.00 |
| | | | | SUB TOTAL: | $997,005.00 |

**I. TOTAL ESTIMATED COST**

| | |
|---|---|
| 1) CONSTRUCTION | $997,005.00 |
| 2) 10 % CONTINGENCY | $99,700.50 |
| 3) ENGINEERING SERVICES | $109,670.55 |
| 4) RPR SERVICES | $54,835.28 |
| 5) PARCEL ACQUISITION (5 @ $3,500) | $17,500.00 |

**TOTAL: $1,278,711.33**

## *J.E. Saenz & Associates, Inc.*

6/22/2010

**Project Name:Mile 17 (Ciro Casares) From Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch**

**STATEMENT OF PROBABLE COST**

**Project Number: ENG.10.018**



PHASE II

2,800 L.F. OF ROAD WIDENING W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 28 | STA | $450.00 | $12,600.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 9,370 | S.Y. | $11.00 | $103,070.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 10,290 | S.Y. | $7.50 | $77,175.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 11,510 | S.Y. | $6.00 | $69,060.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 1,874 | GAL | $4.50 | $8,433.00 |
| 6 | REMOVAL INLET STRUCTURE | 6 | E.A. | $450.00 | $2,700.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 2,800 | L.F. | $30.00 | $84,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 300 | L.F. | $21.00 | $6,300.00 |
| 9 | 5' CONCRETE SIDEWALK | 1,530 | S.Y. | $30.00 | $45,900.00 |
| 10 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 5,500 | L.F. | $8.00 | $44,000.00 |
| 11 | ADA RAMPS | 11 | E.A. | $900.00 | $9,900.00 |
| 12 | TYPE "F" INLETS | 11 | E.A. | $3,000.00 | $33,000.00 |
| 13 | DRVWYS (CONC PAV) | 150 | S.Y. | $28.00 | $4,200.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $5,000.00 | $5,000.00 |
| 15 | DITCH CLEARING (500' EACH SIDE) | 1 | L.S. | $2,500.00 | $2,500.00 |
| 16 | REMOVAL CONCRETE SIDEWALK | 600 | S.Y. | $9.00 | $5,400.00 |
| 17 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $7,500.00 | $7,500.00 |
| 18 | EROSION CONTROL | 1 | L.S. | $2,500.00 | $2,500.00 |
| 19 | TRAFFIC CONTROL | 1 | L.S. | $3,000.00 | $3,000.00 |
| | | | | **SUB TOTAL:** | $526,238.00 |

**I. TOTAL ESTIMATED COST**

| | |
|---|---|
| 1) CONSTRUCTION | $526,238.00 |
| 2) 10 % CONTINGENCY | $52,623.80 |
| 3) ENGINEERING SERVICES | $57,886.18 |
| 4) RPR SERVICES | $28,943.09 |
| 5) PARCEL ACQUISITION (6@ $3,500) | $21,000.00 |
| **TOTAL:** | **$686,691.07** |

*J.E. Saenz & Associates, Inc.* 6/22/2010

**Project Name:Mile 17 (Ciro Casares) From FM 88 0.5 Miles East to Drain Ditch**

**STATEMENT OF PROBABLE COST**

**Project Number: ENG.10.018**



PHASE III

2,600 L.F. OF ROAD RECONSTRUCTION W/ CURB & GUTTER

**PAVING AND DRAINAGE**

| ITEM # | DESCRIPTION | QUANTITY | | UNIT COST | AMOUNT |
|---|---|---|---|---|---|
| 1 | PREPARATION OF RIGHT-OF-WAY | 26 | STA | $450.00 | $11,700.00 |
| 2 | 3" HMAC PAVEMENT, TYPE "D" | 7,367 | S.Y. | $11.00 | $81,037.00 |
| 3 | 8" FL BS COMPACT 95% DENSITY | 8,220 | S.Y. | $7.50 | $61,650.00 |
| 4 | 6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY | 9,350 | S.Y. | $6.00 | $56,100.00 |
| 5 | PRIME COAT (MC-30) (0.2 GAL/SY) | 1,473 | GAL | $4.50 | $6,630.30 |
| 6 | REMOVAL INLET STRUCTURE | 14 | E.A. | $450.00 | $6,300.00 |
| 7 | RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET) | 200 | L.F. | $30.00 | $6,000.00 |
| 8 | 6' CONCRETE VALLEY GUTTER | 655 | L.F. | $21.00 | $13,755.00 |
| 9 | 5' CONCRETE SIDEWALK | 1,420 | S.Y. | $30.00 | $42,600.00 |
| 10 | CONC CURB AND GUTTER (TYPE "A") (BARRIER) | 5,100 | L.F. | $8.00 | $40,800.00 |
| 11 | ADA RAMPS | 12 | E.A. | $900.00 | $10,800.00 |
| 12 | TYPE "F" INLETS | 17 | E.A. | $3,000.00 | $51,000.00 |
| 13 | DRVWYS (CONC PAV) | 600 | S.Y. | $28.00 | $16,800.00 |
| 14 | STRIPING & SIGNING | 1 | L.S. | $5,000.00 | $5,000.00 |
| 15 | REMOVAL CONCRETE SIDEWALK | 1,000 | S.Y. | $9.00 | $9,000.00 |
| 16 | MOBILIZATION/ DEMOBILIZATION | 1 | L.S. | $7,500.00 | $7,500.00 |
| 17 | EROSION CONTROL | 1 | L.S. | $2,500.00 | $2,500.00 |
| 18 | TRAFFIC CONTROL | 1 | L.S. | $3,000.00 | $3,000.00 |
| | | | | SUB TOTAL: | $432,172.30 |

I. TOTAL ESTIMATED COST

| | |
|---|---|
| 1) CONSTRUCTION | $432,172.30 |
| 2) 10 % CONTINGENCY | $43,217.23 |
| 3) ENGINEERING SERVICES | $47,538.95 |
| 4) RPR SERVICES | $23,769.48 |
| **TOTAL:** | **$546,697.96** |

# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # _____

## Work Authorization Form

# WORK AUTHORIZATION NO. ___

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____,2010 as indicated in the "Exhibit C-Preliminary Work Schedule".

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 #1, Commissioner as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

| | |
|---|---|
| THE ENGINEER: | THE OWNER: |
| (Firms Name) | HIDALGO COUNTY |
| _____ | _____ |
| By: (Name of Engineer) | By: Rene A. Ramirez, County Judge |

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

# EXHIBIT F

-Supplemental Agreement Form

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 2010 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2010.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

Client#: 12078 JESAENZ1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Lloyds | 38253 |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: Lexington Insurance Company | 19437 |
| INSURER D: Hartford Underwriters Ins Co | 30104 |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 65SBAPZ5144 | 02/23/10 | 02/23/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| D | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | 65UECTW9306 | 02/23/10 | 02/23/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | SBP0001212531 | 05/27/10 | 05/27/11 | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | | OTHER Professional Liability | 044177473 | 06/15/10 | 06/15/11 | $1,000,000 Each Claim<br>$2,000,000 Aggregate<br>$50,000 Ded Each Claim | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis


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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-22034 20.B.1.

**Contract & Work Authorization #1-J.E. Saenz & Associates-Pct. 1 M 17N (FM 1015-M5W/FM 88)**

**CC REGULAR**

**Date:** 07/20/2010
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 1

## Information

**CAPTION**

a. Requesting approval of a professional service agreement with J.E. Saenz & Associates, Inc. for the provision of engineering services for Hidalgo County Pct. #1 project titled: Mile 17 N. between FM 1015 & Mile 5 W./ FM 88 as approved through CC 06/08/10 on AI#21458; and
b. Requesting acceptance and approval of Work Authorization #1-Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive) in the amount of $182,005.83.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2010 **ACCT. #:** 0-1342-431-00-121-085-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pending appropriation of funds, AI #22055, CC 7-20-10 for the CO's 2010 Series A & B (fund 1342).

## Attachments

Link: Mile 17 Road Widening Documentation for Work Authorizations #1
Link: Mile 17 Proposal
Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 07/15/2010 04:52 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 07/15/2010 04:55 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 07/16/2010 03:55 PM | APRV |
| 4 | Auditor's Office | | 07/16/2010 05:17 PM | NEW |

Form Started By: Vangie Garcia Started On: 07/14/2010 04:19 PM

Final Approval Date: 07/16/2010

APPROVED

**AI-23813** **44.D.1.**

**Authority To Advertise-Mile 17-Road Improvements-Hidalgo County Precinct No. 1**

**CC REGULAR**

**Date:** 11/09/2010
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 1

## Information

**CAPTION**

Requesting approval to advertise for Hidalgo County Precinct No.1-Mile 17 Proposed Road Improvements, the "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive)in connection to Work Authorization No. 1 (previously approved by CC on 07/20/10 with Contract No. C-10-235-07-20-J.E. Saenz & Associates.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2010 **ACCT. #:** 1342-431-00-121-085-0-XXX
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Possible funding source for the Construction Phase in connection to Phase I of Work Authorization No. 1 as per discussion with Budget Office.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| | (Originator) | Vangie Garcia | 11/04/2010 07:10 AM | CREATED |
| 1 | Purchasing Department | Marty Salazar | 11/05/2010 10:41 AM | APRV |
| 2 | Budget & Management | Sylvia Solis | 11/05/2010 11:57 AM | APRV |
| 3 | Ivan Cantu | | | NEW |
| 4 | Auditor's Office | | | |

Form Started By: Vangie Garcia Started On: 11/04/2010 07:10 AM

**Provider** **Score** **Rank**

**1.** _____:_____:_____;

**2.** _____:_____:_____;

**3.** _____:_____:_____;

NO ACTION taken on items 21.A.7e.1, 2 & 3.

**f. Approval of award to the number one (1) ranked firm of _____ for: Group Term Life-Accidental Death and Dismemberment.**

NO ACTION taken on this item.

**B. Pct. 1**

**1. AI-23813 Requesting approval to advertise for Hidalgo County Precinct No.1-Mile 17 Proposed Road Improvements, the "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive) in connection to Work Authorization No. 1 (previously approved by CC on 07/20/10 with Contract No. C-10-235-07-20-J.E. Saenz & Associates.**

On motion of Commissioner Cuellar, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

**C. Pct. 2**

**1. AI-23876 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service/engineering services;**

On motion of Commissioner Cuellar, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

**b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "On-call Engineering Services" for Pct. #2;**

**1st.** Quintanilla Headly & Associates Engineering @ 97 **: 2nd.** R. Gutierrez @ 94 **;**

**3rd.** Rodriguez Engineering @ 75 **;**

On motion of Commissioner Cuellar, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rank in the order of their scores.

**c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of** Gutierrez Engineering **for the provision of "On-call Engineering Services" for Pct. #2.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

**2. AI-23885 Requesting approval of Change Order No.1 increase in the amount of $45,723.00 with D. Wilson Construction Co. (Contract #C-09-037C-11-17), in connection with he "Construction of the**

## Evangelina Garcia

**From:** Eduardo Gonzalez [Eduardo.gonzalez@co.hidalgo.tx.us]
**Sent:** Tuesday, April 05, 2011 4:00 PM
**To:** 'Evangelina Garcia'
**Subject:** RE: Termination Of Contract-C-10-235-07-20-J.E. Saenz & Associates, Inc. for "Mile 17N Between FM 1015 & Mile 5W/FM 88

Evangelina,

In following up with the e-mail sent to me by you, this is to confirm on the termination of J.E. Saenz & Associates for "Mile 17N Between FM 1015 & Mile 5W/FM 88.
Please address this issue ASAP.

Thanks,
Eddy Gonzalez

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
**Sent:** Tuesday, April 05, 2011 11:14 AM
**To:** eduardo.gonzalez@co.hidalgo.tx.us
**Cc:** joel.quintanilla@co.hidalgo.tx.us; 'Noe Montez'; 'Martha Salazar'; darlene.betancourt@co.hidalgo.tx.us
**Subject:** Termination Of Contract-C-10-235-07-20-J.E. Saenz & Associates, Inc. for "Mile 17N Between FM 1015 & Mile 5W/FM 88

Mr. Gonzalez,
Pursuant our discussion and your request to terminate the above referenced contract in the remaining Phase of the project, please forward a confirmation that the Precinct is requesting such termination. It can be done pursuant to Article 3.4-Termination of Agreement-page 3 & 4, #5 of page 4, it stipulates "This Agreement may be terminated before the stated Termination Date identified in Article 3.1 herein by any of the following conditions": #5-***By the Owner without cause upon thirty (30) days written notice to the Engineer***. Therefore, please send me a confirmation of your request by responding back to this email notice in order for me to proceed forward in placing an agenda item for such request.

Please let me know if you have any questions and or concerns regarding this matter and as always, appreciate your assistance.

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*

**AI-26107** **21.C.1.**

**Requesting approval to execute contract with RabaKistner for Pct 2**
**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **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 Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 03/22/11-C-11-110-04-12.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-122-006-0-731

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

**BUDGETARY IMPACT:**

available funding as of 04/06/11. as projects are identified, funding will be made available for WA's.

## Attachments

Link: Contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/05/2011 04:10 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/06/2011 08:09 AM | APRV |
| 3 | Roland Garcia | Rolando Garcia | 04/06/2011 04:02 PM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Rocio Villarreal Started On: 04/05/2011 09:24 AM

Final Approval Date: 04/07/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**
**C-11-110-04-12**

**THIS AGREEMENT** is made effective the 12th day of April, 2011 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABA-KISTNER CONSULTANTS, INC.,** a Texas Corporation ("Laboratory").

**W I T N E S S E T H:**

**WHEREAS**, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED BASIS)**

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

**3. Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

**4. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

**5. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**10. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

**a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

**b.** favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**11. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**12. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**13. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

**14. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**15. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**16. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

**18. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**19. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

**22. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attention: County Judge<br>100 East Cano, 2nd Floor<br>Edinburg, Texas 78539 |
| If to Laboratory: | Raba-Kistner Consultants, Inc.<br>Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President<br>800 E Hackberry<br>McAllen, Texas 78501 |

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

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

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

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

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

**29. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**EXECUTED** as of the day and year first written above.

**COUNTY:**
**COUNTY OF HIDALGO, TEXAS**

By: _____
Ramon Garcia, County Judge

**LABORATORY:**
**Raba-Kistner Consultants, Inc.**

By: _____

Printed Name _____

Title: _____

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the County |
| **EXHIBIT B** | -Scope of Services to be provided by the Laboratory |
| **EXHIBIT C** | -Laboratory's Rates |
| **EXHIBIT D** | -Work Authorization Form |
| **EXHIBIT E** | -Supplemental Agreement Form |
| **EXHIBIT F** | -Certificates of Insurance |

# EXHIBIT "A-1"

# REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTIN G SERVICES"
RFQ NO: 2011-004-01-05-MEG

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requireme nts, consisting of 7 pages.
4. Attachment "A" Schedule of Services and Related Fees Price Schedule, consisting of 4 pages.
5. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
6. Exhibit "C", Insurance Requirements, consisting of 4 pages.
7. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of 1 page.
8. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
9. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
10. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, 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

12/13/10
Date

# PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____

_____

_____

_____

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2011-004-01-05-MEG

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

# (RFQ) REQUEST FOR QUALIFICATIONS

## HIDALGO COUNTY-
## "CONSTRUCTIO N MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)

Acceptance Due Date: January 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539



1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2011-004-01-05-MEG - HIDALGO COUNTY- "CONSTRUCTIO N MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (If any)
  d) Notation - HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

| | |
|---|---|
| Qualification Opening, 9:30 A.M. | JANUARY 05, 2011 |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

17. ~~Bid or Performance Bond~~ and Debarment Certification; ~~Payment under Contract~~:

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree

to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in

material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)
RFQ NO: 2011-004-01-05-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2011 and ending February 8, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"Hidalgo County-Construction Materials Testing Services"*** (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 05, 2011. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-004-01-05-MEG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request for Qualifications:

## *SECTION I - GENERAL TERMS AND CONDITIONS*

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to elena.gomez@co.hidalgo.tx.us NO LATER THAN** *Monday December 27, 2010* at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by *Wednesday December 29, 2010 at 5:00 P.M.* **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
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 and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this

project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

## *SECTION III - SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**NEGOTIATION PROCESS:**
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.** 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.

# Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND
LABORATORY TESTING UNIT PRICE SCHEDULE

# RFQ NO.: 2011-004-01-05-MEG

Attachment "A"

**ENGINEERING LABORATORIES**
**SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE**

******THIS FORM IS MERELY TO BE AS A GUIDE USED POST RANKING BY COMMISSIONERS COURT ONLY******

***refer back to requirements page 7, negotiations process***

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| PERSONNEL RATES | | |
| 01 | Soils and Aggregate Technician | $ _____ / Hour |
| 02 | Surveying and Sampling Soils for Highways | $ _____ / Hour |
| 03 | Soils Technician- Density Testing, Radiation Safety Certified | $ _____ / Hour |
| 04 | HMA Level 1-A Certified Technician | $ _____ / Hour |
| 05 | HMA Level 1-B Certified Technician | $ _____ / Hour |
| 06 | ACI Certified Field Grade I Technician<br>A. Includes necessary concrete slump cone, rod, air meter, thermometer | $ _____ / Hour |
| 07 | ACI Certified Field Grade II Technician | $ _____ / Hour |
| 08 | Geotechnical Engineer, P.E. | $ _____ / Hour |
| 09 | Geotechnical Engineer, E.I.T. | $ _____ / Hour |
| 10 | Secretarial, Report Preparation and Reporting | $ _____ / Hour |
| 11 | Logger (In Conjunction with Engineer) | $ _____ / Hour |
| TRAVEL EXPENSE | | |
| 12 | Vehicle Fee Mileage (Applicable for all Trips) | $ _____ / Mile |
| 13 | Mobilization for Truck Mounted Rig, Drill Crew & Support | $ _____ / Mile |
| 14 | Mobilization non standard equipment (4x4 All Terrain Rig) | Cost + _____ % |
| 15 | Barge Mobilization and Rental | Cost + _____ % |
| GEOTECHNICAL DRILLING AND ENGINEERING SERVICES | | |
| 16 | Borings in Soil | $ _____ / Foot |
| 17 | Borings in Soft Rock | $ _____ / Foot |
| 18 | Rock Coring | $ _____ / Foot |
| 19 | Standby Time (Drill Rig and Crew) | $ _____ / Foot |
| 20 | Grout/ Bentonite Backfill | $ _____ / Foot |
| 21 | Dozer/ Clearing Cost | Cost + _____ % |
| 22 | Concrete/Asphalt Patch | $ |
| 23 | Traffic Control/ Signs, Barricades, etc. | Cost + _____ % |
| 24 | All Other Outside Expenses | Cost + _____ % |

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| EQUIPMENT EXPENSE | | |
| 25 | Laptop Computer Rental (w/ Printer) | $_____/Day |
| 26 | Laptop Computer Rental (w/ Printer) | $_____/Wk |
| 27 | Laptop Computer Rental (w/ Printer) | $_____/Mo. |
| 28 | Concrete Beam Breaker | $_____/Day |
| 29 | Concrete Beam Breaker | $_____/Wk |
| 30 | Concrete Beam Breaker | $_____/Mo. |
| 31 | Vacuum Extractor | $_____/Mo |
| 32 | Asphalt Thermometer (Provided w/ Technician) | NC |
| 33 | Miscellaneous Expenses | Cost + ____% |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| SOILS SECTION | | |
| Tex-100-E | Surveying and Sampling Soils for Highways | $_____Hr |
| Tex-103-E | Determination of Moisture Content is Soil Material | $_____Ea |
| Tex-104-E | Determination of Liquid Limit of Soils | $_____Ea |
| Tex-105-E | Determination of Plastic Limit of Soils | $_____Ea |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E | $_____Ea |
| Tex-107-E | Determination of Bar Linear Shrinkage of Soils | $_____Ea |
| Tex-108-E | Determination of Specific Gravity of Soils | $_____Ea |
| Tex-110-E | Part I Sieves thru 40<br>Part II Sieves thru 200<br>Additional Sieves | $_____Ea<br>$_____Ea<br>$_____Ea |
| Tex-111-E | Minus 200 Sieve Analysis | $_____Ea |
| Tex-113-E | Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand | $_____Ea |
| Tex-116-E | Ball Mill Method for Determination of the Disintegration of Flexible Base Material | $_____Ea |
| Tex-117-E | Triaxial Compressive Test for<br>Disturbed Soils and Base materials (Part I Standard Method)<br>Disturbed Soils and Base Materials (Part II) | <br>$_____Ea<br>$_____Ea |
| Tex-118-E | Triaxial Compression Test for Undisturbed Samples | $_____Ea |
| Tex-128-E | Determination of Soil pH | $_____Ea |
| Tex-129-E | Method of Test for the Resistivity of Soils Material | $_____Ea |
| HOT MIX SECTION | | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregates (Dry)<br>Sieve Analysis of Fine and Coarse Aggregates (Wet) | $_____Ea<br>$_____Ea |
| Tex-201-F | Bulk Specific Gravity and Water Absorption of Aggregate | $_____Ea |
| Tex-202-F | Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve | $_____Ea |
| Tex-203-F | Sand Equivalent Test | $_____Ea |

| | | |
|---|---|---|
| Tex-205-F | Laboratory Method of Mixing Bituminous Mixtures | $_____Ea |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| Tex-206-F | Method of Compacting Test Specimens of Bituminous Mixtures | $_____Set |
| Tex-207-F | Determination of Density of Compacted Bituminous Mixtures | $_____Ea |
| Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | $_____Set |
| Tex-210-F | Determination of Asphalt Content of Bituminous Mixtures by Extraction | $_____Ea |
| Tex-212-F | Determination of Moisture Content of Bituminous Mixtures Part II | $_____Ea |
| Tex-217-F | Determination of Deleterious Material and Decantation<br>Test for Coarse Aggregate | $_____Ea<br>$_____Ea |
| Tex-224-F | Determination of Falkiness index | $_____Ea |
| Tex-227-F | Theoretical Maximum Specific Gravity of Bituminous Mixtures | $_____Ea |
| CONCRETE SECTION | | |
| Tex-401-A | Sieve Analysis of Fine and Coarse Aggregate (Dry)<br>Sieve Analysis of Fine and Coarse Aggregate (Wet) | $_____Ea<br>$_____Ea |
| Tex-402-A | Fineness Modulus of Fine Aggregate (In Conjunction with 401-A) | $_____Ea |
| Tex-403-A | Saturated Surface Dry Specific Gravity and Absorption of Aggregates | $_____Ea |
| Tex-404-A | Determination of Unit Mass (Weight) of Aggregates | $_____Ea |
| Tex-405-A | Determination of Percent Solids and Voids in Concrete Aggregate | $_____Ea |
| Tex-406-A | Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | $_____Ea |
| Tex-407-A | Method For Sampling Freshly Mixed Concrete (included in hourly technician rate) | $_____Ea |
| Tex-408-A | Organic Impurities in Fine Aggregate for Concrete | $_____Ea |
| Tex-409-A | Free Moisture and Water Absorption in Aggregate for Concrete | $_____Ea |
| Tex-413-A | Determination of Deleterious Materials in Mineral Aggregate | $_____Ea |
| Tex-415-A | Slump of Portland Cement Concrete (Included in hourly technician rate) | N/C |
| Tex-416-A | Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate) | N/C |
| Tex-420-A | Flexural Strength of Concrete (Using Simple Beam Center Point Loading) | $_____Ea |
| Tex-447-A | Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates) | $_____Ea |
| Tex-448-A | Flexural Strength of Concrete (Using Sample Beam Third Point Loading) | $_____Ea |
| Tex-460-A | Determination of Crushed Face Particle Count | $_____Ea |

| TEX METHOD | TEST DESCRIPTION | UNIT COST |
|---|---|---|
| ASPHALT SECTION | | |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures | $_____Ea |
| Tex-531-C | Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens | $_____Ea |
| OTHER SECTION | Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.) | |

DRAFT

# EVALUATION CRITERIA
## Exhibit "B"
## Hidalgo County-"Construction Materials Testing Services"
## RFQ No. 2011-004-01-05-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. STAFFING OF PROJECT TEAM** **(25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES** **(20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

**3. METHODOLOGY** **(20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** **(25)**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS** **(10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**EXHIBIT "B"**
**RFQ EVALUATION FORM – RFQ No.2011-004-01-05-MEG**
**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. Staffing of Project Team (25) | | |
| ➢ Provide information on their proposed professional team members | 10 | |
| ➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc. | 10 | |
| ➢ A list of various projects for comparative purposes | 5 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 2. Experience of Project Team/Ability to Commit Resources (20) | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 3. Methodology (20) | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 4. Understanding of Project/Similar Projects (25) | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | |
| ➢ Address appropriate Federal/State/Local regulations and policies | 5 | |
| ➢ Identify information to be gathered or obtained | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 5. Familiarity with Applicable Rules and Regulations (10) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| | | |
| | **TOTAL SCORE:** | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional Insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any Insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | INSURERS AFFORDING COVERAGE |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AUTO ONLY AGG | $<br>$<br>$ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- ☐ OTHER TORY LIMITS<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $<br>$<br>$ |
| | OTHER | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>Edinburg, Texas 78539 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

# BIDDER/VENDOR APPLICATION AND W-9

Hidalgo County
(Including All Funding Sources, Programs, and Entities)
Request for Qualifications

## "CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

| Small Business: | Disadvantaged Business (At Least 51% Ownership) | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

### LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Date ►

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# DEBARMENT

Hidalgo County

(Including All Funding Sources, Programs, and Entities)

Request for Qualifications

## "CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "A"

# SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

**General:**

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# EXHIBIT "B"

# SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

# Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and 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 design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

**B. Design Phase:**

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

**C. Construction/Maintenance Phase:**

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

**D. Miscellaneous/Other:**

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

**NOTE:** Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

# EXHIBIT "C"

# LABORATORY'S RATES

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

## ALKALI-SILICA REACTIVITY

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 1260 | Potential Alkali Reactivity of Aggregate Mortar Bar Method | | | | |
| | Fine Aggregate | UKFA | $ | 613.00 | /ea |
| | Coarse Aggregate | UKFF | $ | 854.00 | /ea |
| ASTM C 1260 | Concrete Mix Design | | | | |
| | Initial Mix with Two Components | UKFG | $ | 854.00 | /ea |
| ASTM C 1567 | Concrete Mix Design | | | | |
| | Initial Mix with Multiple Components | UKFK | $ | 1,196.00 | /ea |
| ASTM C 1012 | Lengh Change of Hydraulic-Cement Mortars Exposed to a | | | | |
| | Sulfate Solution | UKFI | $ | 1,507.00 | /ea |
| ASTM C 227 | Potential Alkali Reactivity of Cement-Aggregate Combinations | | | | |
| | Mortar Bar Method | UKFB | $ | 545.00 | /set |
| ASTM C 1293 | Concrete Aggregates by Determination of Length Change of | | | | |
| | Concrete Due to Alkali-Silica Reaction | UKFC | $ | 1,705.00 | /ea |
| ASTM C 441 | Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to | | | | |
| | Alkali-Silica Reaction | UKFD | $ | 910.00 | /mix |

## APARTMENT STRUCTURAL OBSERVATION

### FIELD SERVICES

| | | | | |
|---|---|---|---|---|
| Shear Wall Anchorages | Q430 | $ | 70.00 | /hr |
| Shear Wall Hurricane Straps | Q431 | $ | 70.00 | /hr |
| Shear Wall Nailing Patterns | Q432 | $ | 70.00 | /hr |
| Interior and Exterior Shear Walls | Q433 | $ | 70.00 | /hr |
| Roof Trusses | Q434 | $ | 70.00 | /hr |
| Floor Truss Framing | Q435 | $ | 70.00 | /hr |

## ASPHALTIC CONCRETE

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 75 | Sampling Raw Materials of Composite Mix | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| Asphalt Institute Manual | Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Technician Time | Q401 | $ | 53.50 | /hr |
| Asphalt Institute Manual | Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination | | | | |
| | Technician Time | Q419 | $ | 53.50 | /hr |
| ASTM D 2950 | Nuclear Density Test with Inspection | Q0R5 | $ | 15.00 | /ea |
| | Nuclear Density Test | Q0M0 | $ | 19.25 | /ea |
| | Coring (See Coring Fee Schedule) | | | | |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 2172; TxDOT, TEX-210-F | Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete | UBMH | $ | 258.50 | /ea |
| ASTM D 2172; TxDOT, TEX-210-F | Extraction Test, Bitumen Content Only | UBMF | $ | 132.75 | /ea |
| Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559 | Molding Specimens | | | | |
| | Hveem or Marshall | UBW3 | $ | 58.25 | /set |
| TxDOT, TEX-207-F; ASTM D 2726 | Laboratory Density Test | UBJ0 | $ | 58.25 | /set |
| | a) Molded Specimen | UBW3 | $ | 58.25 | /set |
| | b) Asphalt Core (Technician Time) | Q411 | $ | 45.00 | /hr |
| Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559 | Stability Test | | | | |
| | Hveem or Marshall (Hand Compactor) | UB6L | $ | 60.75 | /set |
| | Hveem (Gyro Compactor) | UB6Q | $ | 78.00 | /set |
| Asphalt Institute Manual and TxDot; Mix Designs | Corp of Engineers or FAA | QWZW | $ | 1,993.00 | /ea |
| | TxDOT Quality Control/Quality Assurance | QWZX | $ | 1,993.00 | /ea |
| | TxDOT CMHB | UKV0 | $ | 2,832.00 | /ea |
| | TxDOT Calibration Mix and Pans | WC1N | $ | 333.00 | /ea |
| | TxDOT Black Base Design, Item 345 | WC1P | $ | 1,493.00 | /ea |

**ASPHALTIC CONCRETE (Continued)**

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| TxDOT, TEX-200-F; ASTM C 136 | Sieve Analysis of Aggregate | UB4B | $ | 53.00 | /ea |
| TxDOT, TEX-203-F; ASTM D 2419 | Sand Equivalent Test | UPL0 | $ | 82.25 | /ea |
| AASHTO TP 33 | Fine Aggregate Angularity | WCNC | $ | 51.50 | /ea |
| ASTM D 4791-95 | Flat and Elongated Particles | UB6B | $ | 51.50 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| TxDOT, TEX-201-F; ASTM C 127 | Specific Gravity (Coarse or Fine Aggregate) | UB5B | $ | 43.75 | /ea |
| TxDOT, TEX-201-F; ASTM C 127 | Absorption (Coarse or Fine Aggregate) | UBAB | $ | 63.50 | /ea |
| TxDOT, TEX-411-A; ASTM C 88 | Sulfate Soundness (Time and Test) | | | | |
| | Preparation Time | U002 | $ | 49.00 | /hr |
| | a) Magnesium - 5 Cycle | UB3S | $ | 504.00 | /ea |
| | b) Sodium - 5 Cycle | UB3T | $ | 449.00 | /ea |
| ASTM C 131; ASTM C 535 | Los Angeles Abrasion Test (Time and Test) | | | | |
| | Los Angeles Abrasion Test (Small or Large Coarse Aggı | UQR0 | $ | 195.00 | /ea |
| Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95 | Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR) | VREA | $ | 6,159.00 | /ea |
| TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041 | Maximum Theoretical Specific Gravity (Rice Gravity) | UBS0 | $ | 92.50 | /ea |
| TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867 | Moisture Sensitivity Test (Tensile Strength Ratio Test) | | | | |
| | with Freeze/Thaw | VRE0 | $ | 534.00 | /ea |
| | without Freeze/Thaw | VRD0 | $ | 417.00 | /ea |
| TxDOT, Item 3157 | Cold Processed - Recycled Paving Material (RPM) | | | | |
| | Mixture Design | 2UB6S | Upon Request | | |
| | Mixture Verifiction (QC) Strength, Stability (Hveem, Modified Marshall) | 2UB6R | $ | 786.00 | /set |
| TxDOT, TEX-126-E | Molding and Strength | 2UB61 | $ | 382.00 | /set |
| TxDOT, TEX-208-F (Modified) | Molding and Hveem | UB62 | $ | 145.00 | /set |
| ASTM D 1559 | Molding and Marshall | UB63 | $ | 136.25 | /set |

**ASPHALTIC CONCRETE (Continued)**

| | | | | | |
|---|---|---|---|---|---|
| TxDOT, TEX-103-E | Molded Moisture Content | 2UQV0 | $ | 12.00 | /ea |
| TxDOT, TEX-461-A (2005); ASTM D 6928-10 | Micro-Deval Abrasion | 2UL24 | $ | 243.00 | /ea |

**BLAST MONITORING**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| USBM | The Following Rates Include Travel Time Charges and Technician Time Charges | | | | |
| | Hourly Rate | Q437 | $ | 70.00 | /hr |
| | If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Seismic Equipment Rental (Minimum of 1 Per Month) | | Cost + 15% | | |
| | Technician Time | Q437 | $ | 70.00 | /hr |
| | Materials Engineer | TS | $ | 165.00 | /hr |

**BRICK**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| | Masonry Observations | Q410 | $ | 57.25 | /hr |
| **REFERENCE** | **LABORATORY SERVICES** | | | | |
| ASTM C 62 | Compressive Strength | | | | |
| | Preparation Time | U002 | $ | 49.00 | /hr |
| | Saw Cut (If Required) | UL21 | $ | 1.13 | /sq.in. |
| | Compressive Strength Testing of Standard Size Specin | UFH0 | $ | 29.00 | /ea |
| | Initial Rate of Absorption (Lab) | UFAM | $ | 128.00 | /ea |
| | Absorption Test | UFA0 | $ | 37.00 | /ea |
| | Modulus of Rupture (Standard Size) | UEA1 | $ | 253.00 | /set |
| | Freeze/Thaw | VGLV | $ | 379.00 | /set |
| | Efflorescence | UEA2 | $ | 376.00 | /set |
| | Breaking Load | UEA4 | $ | 205.00 | /set |

**BUILT-UP ROOFING**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| | Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate | Q410 | $ | 57.00 | /hr |
| **REFERENCE** | **LABORATORY SERVICES** | | | | |
| | Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others) | | | | |
| ASTM D 3617 | a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing | UND6 | $ | 449.00 | /sample |
| ASTM D 2829 | b) Existing Roofs | UNE5 | $ | 510.00 | /sample |
| | **ROOF SURVEYS** | | | | |
| | Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers | Q420 | $ | 57.00 | /hr |
| | Moisture Plume Identification | Q420 | $ | 57.00 | /hr |
| | Roof Layout with Moisture Readings | Q420 | $ | 57.00 | /hr |

**CEMENT TREATED BASE / SUBGRADE**

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| PCA | Sampling Raw Materials for Mix Verification | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| | Sampling Contractor Processed Material | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| **REFERENCE** | **LABORATORY SERVICES** | | | | |
| PCA | Molding Controlled Processed Material | VST5 | $ | 71.75 | /ea |
| PCA | Unconfined Compressive Strength Testing | VSGR | $ | 33.00 | /ea |
| ASTM D 559; | Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) | | | | |
| ASTM D 560 | Wet Dry/Freeze Thaw | VS90 | $ | 613.00 | /set |
| TxDOT, TEX-120-E | Cement Series Curve Determination Including Five Atterberg | | | | |
| | Limits | VSRS | $ | 437.00 | /ea |
| | Mix Design | | | | |
| PCA | Mix Design - Cement Treated Base (Does Not Include | | | | |
| TxDOT, TEX-120-E | Durability) | VSRR | $ | 1,219.00 | /ea |

**CHEMICAL ADMIXTURE**

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 494 | Residue on Oven Drying | UK1V | $ | 37.00 | /ea |
| ASTM C 494 | pH | UK0W | $ | 17.00 | /ea |
| ASTM C 494 | Specific Gravity by Hydrometer | UK58 | $ | 20.00 | /ea |
| ASTM C 403 | Setting Time by Hydraulic Penetrometer | UKNY | $ | 121.00 | /ea |
| ASTM C 494 | Admixture Certification Program | UKFE | Upon Request | | |
| ASTM C 260 | Admixture Certification Program | UKFE | Upon Request | | |

**CONCRETE**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 31; | Sampling Concrete to Conduct Slump Tests, Measure Concrete | | | | |
| ASTM C 172; | Temperature, Cast Test Specimens and Transport | | | | |
| ASTM C 143 | Test Specimens to Laboratory Next Day | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| | Pick-Up of Test Specimens | Q055 | $ | 45.00 | /hr |
| | Standby Time | Q600 | $ | 45.00 | /hr |
| ASTM C 39; | Cylinder Compressive Strength Testing and Reporting | | | | |
| ASTM C 617 | (In Conjunction with Sampling) | | | | |
| | a) 6x12 or 4x8 - Normal Weight or Lightweight Structural | | | | |
| | (Minimum of 4) | QFXE | $ | 14.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| | b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities) | QNL0 | $ | 25.75 | /ea |
| | c) "Hold" Cylinder (Additional Charge) | QGP0 | $ | 9.50 | /ea |
| | d) "Strip" Cylinder (Additional Charge) | QGY0 | $ | 12.25 | /ea |
| | e) Compressive Strength – 2"x2" Cubes (Min. of 3) | QFXG | $ | 16.50 | /ea |
| | f) Compressive Strength – Grout Prizms (Min. of 3) | QFXG | $ | 16.50 | /ea |
| | g) Dry Density - Concrete Cylinder | QGMH | $ | 46.75 | /ea |
| ASTM C 78 | Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams) | QMXC | $ | 40.75 | /ea |
| | Air Content (In Conjunction with Sampling) | | | | |
| ASTM C 231 | a) Pressure | QBT0 | $ | 26.25 | /ea |
| ASTM C 173 | b) Volumetric | QB40 | $ | 34.50 | /ea |
| AASHTO T 199 | c) Chase | QBE0 | $ | 16.50 | /ea |
| ASTM C 138 | Unit Weight | QX00 | $ | 29.50 | /ea |
| ASTM C 143 | Additional Slump Test | QGWA | $ | 20.75 | /ea |
| ACI 311; ACI 304 | Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time | Q422 | $ | 53.50 | /hr |
| ACI 311; ACI 304 | Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time | Q422 | $ | 53.50 | /hr |

| **REFERENCE** | **LABORATORY SERVICES** | | | | |
|---|---|---|---|---|---|
| ACI 211.1 | Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included) | VUR0 | $ | 313.50 | /ea |
| ACI 211.1 (303.R) | Architectural Mix Design | VAR0 | $ | 344.00 | /ea |
| ACI 211.2 | Lightweight Structural Mix Design | VLR0 | $ | 323.00 | /ea |

**CONCRETE (Continued)**

| **REFERENCE** | **LABORATORY SERVICES** | | | | |
|---|---|---|---|---|---|
| ASTM C 270 | Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included) | VMVT | $ | 344.00 | /ea |
| ASTM C 1202 | Chloride Ion Permeability | QAOA | $ | 273.00 | /set |
| ASTM C 39 | Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory | VGGK | $ | 28.00 | /ea |
| ASTM C 496 | Splitting Tensile Strength of Concrete Cylinders Tensile Test | VT5B | $ | 47.00 | /ea |
| ASTM C 666 | Freeze-Thaw Test | VGLV | $ | 379.00 | /set |
| ASTM C 469 | Determination of Young's Modulus of Elasticity (Time, Test and Set-Up) | VGJB | $ | 87.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| ASTM C 803 | Windsor Probe (includes Surface Preparation) | VGLW | $ | 89.00 | /hr |
| ASTM C 805 | Schmidt Rebound Number | VGLX | $ | 89.00 | /hr |
| ASTM C 157 | Length Change of Mortar or Concrete | VGNN | $ | 300.00 | /set |

**CONCRETE AGGREGATES**

| **REFERENCE** | **FIELD SERVICES** | | | | |
|---|---|---|---|---|---|
| ASTM D 75; | Sampling Concrete Aggregates | | | | |
| TxDOT, TEX-400-A | Technician Time | QT00 | $ | 45.00 | /hr |
| **REFERENCE** | **LABORATORY SERVICES** | | | | |
| ASTM C 566 | Moisture Content | UQV0 | $ | 9.50 | /ea |
| ASTM C 29; | Unit Weight (Coarse or Fine) | | | | |
| | a) Loose | UH9N | $ | 37.75 | /ea |
| | b) Rodded | UH9N | $ | 37.75 | /ea |
| ASTM C 127; ASTM C 128; TxDOT, TEX-201-F | Specific Gravity (Coarse or Fine) | UB5B | $ | 44.00 | /ea |
| ASTM C 123 | Lightweight Particles (Plus Cost of Materials) | UBMI | $ | 60.75 | /test |
| | Absorption | | | | |
| ASTM C 127; | a) Normal Weight Aggregate (Coarse or Fine) | UHAQ | $ | 26.25 | /ea |
| ASTM C 128; TxDOT, TEX-201-F | b) Lightweight Aggregate (Coarse) | UHAP | $ | 26.25 | /ea |
| ASTM C 136; | Sieve Analysis (Dry) for ASTM C 33 Specification | | | | |
| TxDOT, TEX-401-A | a) Coarse, Per Sample | UH4J | $ | 46.75 | /ea |
| | b) Fine, Per Sample | UH4K | $ | 53.00 | /ea |
| ASTM C 117; TxDOT, TEX-406-A | Amount Finer Than No. 200 (Decantation) | UH17 | $ | 51.75 | /ea |
| ASTM C 131; ASTM C 535 | Los Angeles Abrasion (Time and Test) | UQR0 | $ | 195.00 | /ea |
| ASTM C 88; | Sulfate Soundness (Time and Test) | | | | |
| TxDOT, TEX-411-A | Preparation Time | U002 | $ | 49.00 | /hr |
| | a) Magnesium - 5 Cycle | UB3S | $ | 504.00 | /ea |
| | b) Sodium - 5 Cycle | UB3T | $ | 449.00 | /ea |
| ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A | Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) | | | | |
| | Conducted in Conjunction with Concrete Mix Design | VGR3 | $ | 149.50 | /ea |
| | Conducted Separate from Concrete Mix Design | VG03 | $ | 194.75 | /ea |

**CONCRETE AGGREGATES (Continued)**

| | | | | | |
|---|---|---|---|---|---|
| ASTM C 40; TxDOT, TEX-408-A | Organic Impurities | UH0U | $ | 39.75 | /ea |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 2419; TxDOT, TEX-203-F | Sand Equivalent Values | UPL0 | $ | 82.25 | /ea |
| ASTM C 142 | Clay Lumps and Friable Particles | UHG0 | $ | 58.50 | /ea |
| ASTM C 641 | Staining Materials in Lightweight Concrete Aggregate | UH7P | $ | 58.50 | /ea |
| TxDot, TEX 612-J | Acid Insoluble Residue | UHB1 | $ | 81.00 | /ea |
| ASTM D 3042 | Acid Insoluble Residue | UHB0 | $ | 178.00 | /ea |
| TxDOT, TEX 461-A | Micro-Deval Abrasion | UL24 | $ | 243.00 | /ea |

**CONCRETE MASONRY UNITS**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| | Masonry Observation | Q515 | $ | 57.25 | /hr |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 140 | Compressive Strength Test | | | | |
| | Compressive Strength Test | UEH0 | $ | 67.75 | /ea |
| | Absorption Test | UEA0 | $ | 46.75 | /ea |
| ASTM C 426 | Drying Shrinkage of Concrete Block | UEK1 | $ | 486.00 | /pair |
| ASTM C 1314 | Compressive Strength CMU Prism | QMPT | $ | 183.25 | /ea |

**CORING**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 42; ACI 318 | Technician Time and Equipment | | | | |
| | a) One Man | Q412 | $ | 53.50 | /hr |
| | b) Two Men | Q413 | $ | 92.50 | /hr |
| | c) Reinforcing Steel Detector | QK0N | $ | 34.00 | /day |
| | d) Coring Rig | QKJY | $ | 103.50 | /day |
| | e) Generator | QK0Z | $ | 87.50 | /day |
| | Bit Wear | | | | |
| | a) Limestone Aggregate | QD0L | $ | 4.15 | /in.-in. |
| | b) Quartz Aggregate (River Gravel) | QDU0 | $ | 4.85 | /in.-in. |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 42 | Sawed Ends for Compressive Strength Tests | | | | |
| | a) Limestone Aggregate | UL20 | $ | 1.13 | /sq.in. |

| | | | | | |
|---|---|---|---|---|---|
| ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617 | Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing | QFXF | $ | 21.85 | /ea |
| | | | Cost +15% | | |
| | Report Photographs | | | | |
| | Laboratory Air-Dried Unit Weight | QXAF | $ | 15.50 | /ea |

**DRILLED-AND-UNDERREAMED PIERS**

| **REFERENCE** | **FIELD SERVICES** | | | | |
|---|---|---|---|---|---|
| ACI 336.1 | This Service is Provided to Observe and/or Record the Following Items:<br>a) Specification Dimensions of Shaft and Bell<br>b) Identification of Foundation Bearing Stratum<br>c) Cleanliness of the Pier Excavation Bottom<br>d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel<br>e) Consistency of Concrete Placed in the Pier | | | | |
| | Technician Time<br>a) Hourly | BQ410 | $ | 57.25 | /hr |
| | Cylinders Cast in Conjunction with Observation | QFXE | $ | 14.00 | /ea |

**FLY ASH**

| **REFERENCE** | **LABORATORY SERVICES** | | | | |
|---|---|---|---|---|---|
| ASTM C 311 | Standard Method of Sampling Fly Ash | U003 | $ | 49.00 | /hr |
| ASTM C 311 | Moisture Content | UQV0 | $ | 12.00 | /ea |
| ASTM C 311 | Loss of Ignition | WCU0 | $ | 33.00 | /ea |
| ASTM C 311 | Available Alkalies | WCE0 | $ | 96.00 | /ea |
| ASTM C 430 | Fineness, No. 325 Sieve Analysis | WCN9 | $ | 60.00 | /ea |
| ASTM C 311 | Soundness, Autoclave | WCD0 | $ | 215.00 | /ea |
| ASTM C 311 | Pozzolanic Activity; Portland Cement | WCXF | $ | 367.00 | /ea |
| ASTM C 311 | Pozzolanic Activity; Lime | WCXR | $ | 154.00 | /ea |
| ASTM C 311 | Increase of Drying Shrinkage of Mortar Bar | WCKU | $ | 280.00 | /ea |
| ASTM C 618 | ASTM C 618 Chemical Analysis | WCCG | $ | 355.00 | /ea |
| ASTM C 618 | ASTM C 618 Physical Analysis | WCCW | $ | 864.00 | /ea |
| ASTM C 595 | Water-Soluble Fraction | WC5E | $ | 42.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| ASTM C 188 | Specific Gravity | UK50 | $ | 60.00 | /ea |

**GROUND PENETRATING RADAR (GPR) SERVICES**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 6432 | The following Rates Include Travel Time Charges and Technical Time Charges | | | | |
| | Hourly Rate | Q402 | $ | 56.25 | /hr |
| | GPR Equipment | QQ80M | $ | 500.00 | /day |
| | Materials Engineer | TS | $ | 165.00 | /hr |

**LIME**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| National Lime Association | Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth | | | | |
| | Technician Time | Q402 | $ | 56.25 | /hr |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 422; TxDOT, TEX-101-E, Pt. II | Sieve Analysis of Pulverized Materials for Gradation Compl | UQ4X | $ | 63.00 | /ea |
| ASTM D 4318; TxDOT, TEX-112-E | Lime Series Curve Determination Including Five Atterberg L | VSPN | $ | 377.25 | /ea |

**PORTLAND CEMENT**

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM C 183 | Standard Method of Sampling Hydraulic Cement | U005 | $ | 49.00 | /hr |
| ASTM C 109 | Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen) | Q403 | $ | 25.00 | /ea |
| ASTM C 185 | Air Content of Hydraulic Cement Mortar | WHAU | $ | 52.00 | /ea |
| ASTM C 266; ASTM C 191 | Time of Setting of Hydraulic Cement by Gillmore/Vicat Nee | WHIN | $ | 57.00 | /ea |
| ASTM C 151 | Autoclave Expansion of Portland Cement | WHD0 | $ | 205.00 | /ea |
| ASTM C 187 | Normal Consistency of Hydraulic Cement | WHWH | $ | 52.00 | /ea |
| ASTM C 188 | Specific Gravity of Hydraulic Cement | UR50 | $ | 60.00 | /ea |
| ASTM C 430 | Fineness of Hydraulic Cement by the No. 325 Sieve | WCN9 | $ | 60.00 | /ea |
| ASTM C 451 | Early Stiffening of Portland Cement (Paste Method) | WHM0 | $ | 52.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| ASTM C 114 | Chemical Analysis | WHBG | $ | 376.00 | /ea |
| ASTM C 91 | Water Retention of Masonry Cement | WH52 | $ | 96.00 | /ea |
| ASTM C 150 | Chemical Analysis | WHBG | $ | 376.00 | /ea |
| | Physical Analysis | WHBW | $ | 748.00 | /ea |

**PRECAST CONCRETE PLANT OBSERVATION**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| PCI MNL-117 | Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship | | | | |
| | Materials Engineer | | $ | 145.50 | /hr |
| | Technician Time | Q423 | $ | 57.25 | /hr |
| | Cylinders | QFXE | $ | 14.00 | /ea |
| | Job-Site Erection Observation | | | | |
| | Technician Time | Q423 | $ | 57.25 | /hr |

**SOILS**

| REFERENCE | FIELD SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 75 | Sampling Subgrade, Fill or Base | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| | In-Place Moisture-Density Tests | | | | |
| | Technician Time | QT00 | $ | 45.00 | /hr |
| ASTM D 2922 | Nuclear Density | Q0M0 | $ | 19.25 | /ea |
| ASTM D 2167; ASTM D 1556 | Volumetric Density (Sand Cone or Balloon) | QUM0 | $ | 73.00 | /ea |
| | Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) | | | | |
| | Technician Time (Hourly Rate) | QT00 | $ | 45.00 | /hr |
| | Proof Rolling Observation | QT04 | $ | 45.00 | /hr |
| ASTM D 2922 | Nuclear Density Tests with Observation | Q0R0 | $ | 15.00 | /ea |

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 2216; TxDOT, TEX-103-E | Moisture Content | UQV0 | $ | 9.50 | /ea |
| | Atterberg Limits | | | | |
| ASTM D 4318 | a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E | VRBG | $ | 76.50 | /ea |
| | Shrinkage Limit in Conjunction with Atterberg Limits | | | | |
| ASTM D 427 | a) Volumetric | WK2T | $ | 106.00 | /ea |
| | b) Linear (TxDOT, TEX-107-E) | WK2T | $ | 106.00 | /ea |
| ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E | Sieve Analysis | | | | |
| | a) Washed Through No. 40 (Up to 5 Sieves) | WKR5 | $ | 51.75 | /ea |
| | b) Washed Through No. 200 (Up to 4 Sieves) | WKR4 | $ | 86.00 | /ea |
| | c) Additional Sieves | WKRB | $ | 12.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| ASTM D 1140 | Amount Finer Than No. 200 Sieve | WKR8 | $ | 51.75 | /ea |
| | Moisture-Density Relationship | | | | |
| | Preparation Time | U001 | $ | 48.00 | /hr |
| ASTM D 698; ASTM D 1557 | ASTM | VRSF | $ | 210.50 | /ea |
| AASHTO T 99; AASHTO T 180 | AASHTO | VRSF | $ | 210.50 | /ea |
| TxDOT, TEX-113-E; TxDOT, TEX-114-E | TxDOT | VRSQ | $ | 249.50 | /ea |
| MIL STD CE 55A | Corps of Engineers | VRSQ | $ | 249.50 | /ea |
| ASTM C 131; ASTM D 535 | Los Angeles Abrasion (Time and Test) | UQR0 | $ | 195.00 | /ea |

**SOILS (Continued)**

| REFERENCE | LABORATORY SERVICES | | | | |
|---|---|---|---|---|---|
| ASTM D 1883 | California Bearing Ratio - Short Method; Includes | | | | |
| | Moisture-Density Relationship and Three Test Specimens | VRF1 | $ | 823.75 | /set |
| | Each Additional Specimen | VRFD | $ | 189.75 | /ea |
| TxDOT, TEX-117-E | TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens | | | | |
| | Part I | VR62 | $ | 1,369.00 | /set |
| | Part II | VR63 | $ | 1,256.00 | /ea |
| | Each Additional Specimen | VR6D | $ | 154.00 | /ea |
| ASTM D 854; TxDOT, TEX-108-E | Specific Gravity | UQ50 | $ | 86.00 | /ea |
| ASTM D 422; TxDOT, TEX-110-E | Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve) | WKRQ | $ | 284.50 | /ea |
| ASTM D 2166 | Unit Weight | QX00 | $ | 29.50 | /ea |
| TxDOT, TEX-116-E | Wet Ball Mill | WK60 | $ | 215.50 | /ea |
| TxDOT, TEX-107-E | Shrinkage Limit | WK2T | $ | 106.00 | /ea |
| | Water Content and Visual Classification | W050 | $ | 13.50 | /ea |
| | Unconfined Compression (includes unit dry weight) | | | | |
| | a) Soil Shelby Tube Specimens | VP7L | $ | 45.00 | /ea |
| | b) Rock Core Specimens | VN7L | $ | 49.00 | /ea |
| | (1) Sawed Specimen Ends | UL21 | $ | 11.25 | /end |
| | Triaxial Compression | | | | |
| | a) Unconsolidated-Undrained, Per Specimen | W046 | $ | 82.00 | /ea |
| | b) Unconsolidated-Undrained, Multistage | WF46 | $ | 285.00 | /ea |
| | Direct Shear | | | | |
| | a) Unconsolidated-Undrained | WKI6 | $ | 226.00 | /ea |
| | a) Consolidated-Drained (Sand) | WIIE | $ | 478.00 | /ea |
| | Consolidation without Hysteresis Loop (Not Including Speci | WKH0 | $ | 588.00 | /ea |

| | | | | | |
|---|---|---|---|---|---|
| | Consolidation with Hysteresis Loop (Not Including Specific | WDG0 | $ | 703.00 | /ea |
| | Swell Test | | | | |
| | a) Method "A" | WL0Y | $ | 1,040.00 | /ea |
| | b) Method "B" | WL0M | $ | 183.00 | /ea |
| | b) Method "C" | WL0P | $ | 1,248.00 | /ea |
| | d) Modified Method "B" | WL00 | $ | 162.00 | /ea |

**STEEL**

**REFERENCE**

AISC

**FIELD SERVICES**

| | | | | | |
|---|---|---|---|---|---|
| | Observation - Fabrication Shop or Field Erection | | | | |
| AWS D1.1 | Certified Welding Inspector | Q455 | $ | 109.25 | /hr |
| | Technician Time | Q423 | $ | 57.25 | /hr |
| | Weldment Observation | | | | |
| AISC | Certified Welding Inspector | Q455 | $ | 109.25 | /hr |
| | Technician Time/Certified Associate Welding Inspector | Q424 | $ | 58.25 | /hr |
| | Bolt Torque Testing | | | | |
| CRSI; ASTM A 615 | Technician Time | Q423 | $ | 57.25 | /hr |
| | Reinforcing Steel | | | | |
| CRSI, ACI 318 | Sampling for Subsequent Lab Testing | | | | |
| | Technician Time | QK5N | $ | 45.00 | /hr |
| | Placement and Cross-Section Observation | | | | |
| | Materials Engineer | Q425 | $ | 145.50 | /hr |
| PTI; ACI 318 | Technician Time | Q423 | $ | 57.25 | /hr |
| | Pre-Tensioning Strands/Post-Tensioning Tendons | | | | |
| | Placement and Stressing Observation | | | | |
| | Materials Engineer | Q425 | $ | 145.50 | /hr |
| AWS D1.1; ASME Sec. IX | Technician Time | Q423 | $ | 57.25 | /hr |
| | Welders Tests | | | | |
| | Witness Qualification Welding | QZ00 | $ | 109.25 | /hr |
| | Qualification Welding Coupons | | | | |
| AWS D1.1 | a) 3/8-in. Coupon | | Cost +15% | | |
| | b) 1-in. Coupon | | Cost +15% | | |
| | Guided Bend Tests | | | | |
| AWS D1.1 | Bend Tests | QWC0 | $ | 28.00 | /ea |
| | Set-Up Charge, Per Day | QJS0 | $ | 55.00 | /day |
| | Tensile Tests (Test and Set-Up) | | | | |
| | Tensile Tests | | Cost +15% | | |
| | Coupon Preparation and Machining Services | | Cost +15% | | |
| | Welder Qualification Positions | QZ10 | $ | 96.00 | /ea |

| | | | | |
|---|---|---|---|---|
| Radiographic Examination of Coupons | Q100 | $ | 109.00 | /ea |

**REFERENCE**

ASTM A 370

**LABORATORY SERVICES**

| | | | | |
|---|---|---|---|---|
| Tension Tests | | | | |
| a) Reinforcing Steel with Elongation | QWZV | $ | 38.00 | /ea |
| b) Reduced Section Preparation (No. 14 & No. 18) | QWZ0 | Cost +15% | | |
| c) Set-Up Charge, Per Day | QJS0 | $ | 55.00 | /day |

**CONSULTANTS AND COORDINATION**

| | |
|---|---|
| Principal Engineer | $ 182.00 to 302.75/hr |
| Managing Engineer | $ 115.50 to 198.75/hr |
| Staff Engineer | $ 91.00 to 162.25/hr |
| Laboratory Manager | $ 73.00 to 140.50/hr |
| Construction Services Manager | $ 73.00 to 140.50/hr |
| Project Management/Coordination Time | $ 46.00 to 106.00/hr |
| Outside Professional Services | Cost +15% |
| Additional Insured | $ 211.00/ea |
| Secretarial | $ 46.00 to 79.00/hr |
| Word Processing | $ 46.00/hr |
| Report Preparation and Administration | $ 46.00 to 79.00/hr |

**ZONE CHART**

| ZONE | TRAVEL TIME | MILEAGE CHARGE |
|---|---|---|
| 0 | 0.25 | $ 6.75 |
| 1 | 0.75 | $ 12.50 |
| 2 | 1.00 | $ 22.50 |
| 3 | 1.25 | $ 31.00 |
| 4 | 1.50 | $ 43.25 |
| 5 | 2.00 | $ 60.75 |
| 6 | 2.50 | $ 79.75 |
| 7 | 3.00 | $ 97.75 |
| 8 | 3.50 | $ 117.00 |
| 9 | 4.00 | $ 134.00 |
| 10 | 4.50 | $ 153.00 |
| 11 | 5.00 | $ 171.75 |
| 12 | 5.50 | $ 190.00 |
| 13 | 6.00 | $ 208.25 |
| 14 | 6.50 | $ 228.25 |
| 15 | 7.00 | $ 246.25 |
| 16 | 7.50 | $ 264.50 |
| 17 | 8.00 | $ 283.50 |
| 18 | 8.50 | $ 301.50 |
| 19 | 9.00 | $ 313.50 |
| 20 | 9.50 | $ 337.50 |
| 21 | 10.00 | $ 354.00 |
| 22 | 10.50 | $ 370.75 |

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

**BASIC CHARGE**

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.

3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.3 times the appropriate hourly rate Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.

5. Minimum of 1 hour billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.

# EXHIBIT "D"

# WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc., hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. __:**
BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

**THE LABORATORY:**
Raba-Kistner Consultants, Inc.

_____
By: _____
Print Name

**THE OWNER:**
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

**ATTEST:**

_____
by: Arturo Guajardo Jr., County Clerk

# EXHIBIT "E"

# SUPPLEMENTAL AGREEMENT FORM

# EXHIBIT "E"

**Supplemental Agreement Form**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

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**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT "F"

# CERTIFICATES OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2011

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**
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618
E-MAIL ADDRESS: jhajek@catto.com
PRODUCER CUSTOMER ID #: Manuel Zuniga

**INSURED**
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Guarantee & Liability | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 758440448 **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 | | | CPO3994747 | 10/1/2010 | 10/1/2011 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | CPO3994747 | 10/1/2010 | 10/1/2011 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | UMB3994749 | 10/1/2010 | 10/1/2011 | EACH OCCURRENCE | $1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $1,000,000 |
| | DEDUCTIBLE | | | | | | | $ |
| | X RETENTION $10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC3994748 | 10/1/2010 | 10/1/2011 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Engineer Services for Construction Material Testing for Hidalgo County Precinct No. 2 , Various Projects.
The County of Hidalgo is named as Additional Insured with reference to gal and auto. Waiver of Subrogation is granted in favor of Hidalgo County with regard to all policies.

**CERTIFICATE HOLDER**

The County Of Hidalgo, Texas
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

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**AI-26043** **21.D.1.**

# Pct 4-Prof Engineering Services Agreement-Construction Material Testing-(On Call) w/L&G Engineering Lab LLC

## CC REGULAR

**Date:** 04/12/2011
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 4

## Information

### CAPTION

Requesting approval of a professional engineering services agreement with L&G ENGINEERNG LABORATORY, LLC d/b/a L&G ENGINEERS, INC. for the purposes of "Construction Material Testing" in connection to the "HIDALGO COUNTY PRECINCT NO. 4 PROJECTS" (on an as needed basis).

### BACKGROUND

Contract document #C-11-062-04-12-L&G Engineering Lab, LLC d/b/a L&G Consulting Engieers, Inc.

## Fiscal Impact

**FISCAL YEAR:** 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Available balance as of 3-31-11 $193,455.05
On an "as needed basis"

## Attachments

Link: backup
Link: contract

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Darlene Betancourt | 03/31/2011 08:49 AM | APRV |
| 2 | Budget & Management | Erika Zamora | 03/31/2011 08:51 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 03/31/2011 09:19 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Letty Saenz — Started On: 03/30/2011 02:51 PM

Final Approval Date: 04/07/2011

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**PROFESSIONAL SERVICES AGREEMENT**
**C-11-062-04-12**

**THIS AGREEMENT** is made effective the 12th day of **April, 2011** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **L & G Engineering Laboratory, LLC,** d/b/a **L&G Consulting Engineers, Inc.** of Edinburg, a Texas Corporation ("Laboratory").

**W I T N E S S E T H:**

**WHEREAS**, the County is vested with the responsibility of providing "Construction Materials Testing" for **"Hidalgo County Precinct No. 4 Projects" (on an as needed basis)** (the "Services");

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

**2. Term.** This Agreement is for a period of **one (1) year**, effective **April 5, 2011**, and will expire **April 4, 2012** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

**4. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to

reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

**a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

**b.** favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written aggreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**12. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

**13. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**14. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**15. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

**17. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**18. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

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

**21. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**22. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:
County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory:
L & G Engineering Laboratory, LLC
L & G Consulting Engineers, Inc.
Attn: Mr. Jacinto Garza, P.E./President
2100 West Expressway 83
Weslaco, Texas 78570

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

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

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

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

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

**28. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**EXECUTED** as of the day and year first written above.

**COUNTY:**
**COUNTY OF HIDALGO, TEXAS**

By: _____
Ramon Garcia, County Judge

**LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**
**L & G CONSULTING ENGINEERS, INC.**

By: _____

Printed Name _____

Title: _____

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

***Approved by Commissioners' Court on:*** _____, ***2011.***

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the County |
| **EXHIBIT B** | -Scope of Services to be provided by the Laboratory |
| **EXHIBIT C** | -Laboratory's Rates |
| **EXHIBIT D** | -Work Authorization Form |
| **EXHIBIT E** | -Supplemental Agreement Form |
| **EXHIBIT F** | -Certificates of Insurance |

# EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

# PURCHASING DEPARTMENT
County Of Hidalgo

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
## HIDALGO COUNTY
(Including all funding sources, programs, and entities)

## "CONSTRUCTION MATERIALS TESTIN G SERVICES"
## RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   *(Page 8 must be submitted with response)*
3. Exhibit "A", Requireme nts, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   *(Must be submitted with response)*
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   *(Must be submitted with response)*
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
   *(Must be submitted with response)*
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   *(Must be submitted with response)*
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   *(Must be submitted with response)*
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   *(Must be submitted with response)*
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    *(Must be submitted with response)*
11. Attachment "A" Engin eering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2620 ★ Fax (956) 318-2629

# PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| RFQ NO: 2010-014-01-13-YZV | BUYER: YOLANDA VELASQUEZ | TEL. NO: (956) 318-2626 |
|---|---|---|

# (RFQ) REQUEST FOR QUALIFICATIONS

## HIDALGO COUNTY-
## "CONSTRUCTIO N MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

| | |
|---|---|
| Qualification Opening, 9:30 A.M. | JANUARY 13, 2010 |
| Award of Contract | _____,2010 |
| Commence Work or Deliver Products | _____,2010 |

17. ~~Bid or Performance Bond~~ and Debarment Certification; ~~Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

## "CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

## *SECTION I - GENERAL TERMS AND CONDITIONS*

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II - RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:
a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

***PART III - SELECTION / EVALUATION***

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

# EXHIBIT B

# EVALUATION CRITERIA

## HIDALGO COUNTY
## REQUEST FOR QUALIFICATIONS

## "CONSTRUCTION MATERIALS TESTING SERVICES"

**2010-014-01-13-YZV**

**EVALUATION CRITERIA**
**Exhibit "B"**
**Hidalgo County – "Construction Material Testing Services"**
**RFQ No 2010-014-01-13-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. STAFFING OF PROJECT TEAM (25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

**3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

**EXHIBIT "B"**
**RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV**
**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. Staffing of Project Team **(25)** | | |
| ➢ Provide information on their proposed professional team members | 10 | |
| ➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc. | 10 | |
| ➢ A list of various projects for comparative purposes | 5 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 2. Experience of Project Team/Ability to Commit Resources **(20)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 3. Methodology **(20)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 4. Understanding of Project/Similar Projects **(25)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | |
| ➢ Address appropriate Federal/State/Local regulations and policies | 5 | |
| ➢ Identify information to be gathered or obtained | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| 5. Familiarity with Applicable Rules and Regulations **(10)** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 10 | |
| Comments/Rationale for points: | **TOTAL:** | |
| | | |
| | | |
| | **TOTAL SCORE:** | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**ACORD** **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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 | | | | |
| | AUTOMOBILE LIABILITY | | | | |
| | GARAGE LIABILITY | | | | |
| | EXCESS LIABILITY | | | | |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | |
| | OTHER | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSR LTR LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

## Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

| Small Business: | Disadvantaged Business (At Least 51% Ownership) | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

## 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. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ - ___ - ____

or

**Employer identification number**
__ - _______

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

Attachment "A"

**ENGINEERING LABORATORIES**
**SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE**

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******
***refer back to requirements page 7, negotiations process***

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| PERSONNEL RATES | | |
| 01 | Soils and Aggregate Technician | $ _____ / Hour |
| 02 | Surveying and Sampling Soils for Highways | $ _____ / Hour |
| 03 | Soils Technician- Density Testing, Radiation Safety Certified | $ _____ / Hour |
| 04 | HMA Level 1-A Certified Technician | $ _____ / Hour |
| 05 | HMA Level 1-B Certified Technician | $ _____ / Hour |
| 06 | ACI Certified Field Grade I Technician<br>A. Includes necessary concrete slump cone, rod, air meter, thermometer | $ _____ / Hour |
| 07 | ACI Certified Field Grade II Technician | $ _____ / Hour |
| 08 | Geotechnical Engineer, P.E. | $ _____ / Hour |
| 09 | Geotechnical Engineer, E.I.T. | $ _____ / Hour |
| 10 | Secretarial, Report Preparation and Reporting | $ _____ / Hour |
| 11 | Logger (In Conjunction with Engineer) | $ _____ / Hour |
| TRAVEL EXPENSE | | |
| 12 | Vehicle Fee Mileage (Applicable for all Trips) | $_____ / Mile |
| 13 | Mobilization for Truck Mounted Rig, Drill Crew & Support | $_____ / Mile |
| 14 | Mobilization non standard equipment (4x4 All Terrain Rig) | Cost + _____% |
| 15 | Barge Mobilization and Rental | Cost + _____% |
| GEOTECHNICAL DRILLING AND ENGINEERING SERVICES | | |
| 16 | Borings in Soil | $ _____ / Foot |
| 17 | Borings in Soft Rock | $ _____ / Foot |
| 18 | Rock Coring | $ _____ / Foot |
| 19 | Standby Time (Drill Rig and Crew) | $ _____ / Foot |
| 20 | Grout/ Bentonite Backfill | $ _____ / Foot |
| 21 | Dozer/ Clearing Cost | Cost + _____% |
| 22 | Concrete/Asphalt Patch | $ |
| 23 | Traffic Control/ Signs, Barricades, etc. | Cost + _____% |
| 24 | All Other Outside Expenses | Cost + _____% |

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| EQUIPMENT EXPENSE | | |
| 25 | Laptop Computer Rental (w/ Printer) | $_____/Day |
| 26 | Laptop Computer Rental (w/ Printer) | $_____/Wk |
| 27 | Laptop Computer Rental (w/ Printer) | $_____/Mo. |
| 28 | Concrete Beam Breaker | $_____/Day |
| 29 | Concrete Beam Breaker | $_____/Wk |
| 30 | Concrete Beam Breaker | $_____/Mo. |
| 31 | Vacuum Extractor | $_____/Mo |
| 32 | Asphalt Thermometer (Provided w/ Technician) | NC |
| 33 | Miscellaneous Expenses | Cost +____ % |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| SOILS SECTION | | |
| Tex-100-E | Surveying and Sampling Soils for Highways | $_____Hr |
| Tex-103-E | Determination of Moisture Content is Soil Material | $_____Ea |
| Tex-104-E | Determination of Liquid Limit of Soils | $_____Ea |
| Tex-105-E | Determination of Plastic Limit of Soils | $_____Ea |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E | $_____Ea |
| Tex-107-E | Determination of Bar Linear Shrinkage of Soils | $_____Ea |
| Tex-108-E | Determination of Specific Gravity of Soils | $_____Ea |
| Tex-110-E | Part I Sieves thru 40<br>Part II Sieves thru 200<br>Additional Sieves | $_____Ea<br>$_____Ea<br>$_____Ea |
| Tex-111-E | Minus 200 Sieve Analysis | $_____Ea |
| Tex-113-E | Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand | $_____Ea |
| Tex-116-E | Ball Mill Method for Determination of the Disintegration of Flexible Base Material | $_____Ea |
| Tex-117-E | Triaxial Compressive Test for<br>Disturbed Soils and Base materials (Part I Standard Method)<br>Disturbed Soils and Base Materials (Part II) | <br>$_____Ea<br>$_____Ea |
| Tex-118-E | Triaxial Compression Test for Undisturbed Samples | $_____Ea |
| Tex-128-E | Determination of Soil pH | $_____Ea |
| Tex-129-E | Method of Test for the Resistivity of Soils Material | $_____Ea |
| HOT MIX SECTION | | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregates (Dry)<br>Sieve Analysis of Fine and Coarse Aggregates (Wet) | $_____Ea<br>$_____Ea |
| Tex-201-F | Bulk Specific Gravity and Water Absorption of Aggregate | $_____Ea |
| Tex-202-F | Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve | $_____Ea |
| Tex-203-F | Sand Equivalent Test | $_____Ea |
| Tex-205-F | Laboratory Method of Mixing Bituminous Mixtures | $_____Ea |

| TEX METHOD | TEST DESCRIPTION | UNIT COST |
|---|---|---|
| Tex-206-F | Method of Compacting Test Specimens of Bituminous Mixtures | $_____Set |
| Tex-207-F | Determination of Density of Compacted Bituminous Mixtures | $_____Ea |
| Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | $_____Set |
| Tex-210-F | Determination of Asphalt Content of Bituminous Mixtures by Extraction | $_____Ea |
| Tex-212-F | Determination of Moisture Content of Bituminous Mixtures Part II | $_____Ea |
| Tex-217-F | Determination of Deleterious Material and Decantation<br>Test for Coarse Aggregate | $_____Ea<br>$_____Ea |
| Tex-224-F | Determination of Falkiness index | $_____Ea |
| Tex-227-F | Theoretical Maximum Specific Gravity of Bituminous Mixtures | $_____Ea |
| CONCRETE SECTION | | |
| Tex-401-A | Sieve Analysis of Fine and Coarse Aggregate (Dry)<br>Sieve Analysis of Fine and Coarse Aggregate (Wet) | $_____Ea<br>$_____Ea |
| Tex-402-A | Fineness Modulus of Fine Aggregate (In Conjunction with 401-A) | $_____Ea |
| Tex-403-A | Saturated Surface Dry Specific Gravity and Absorption of Aggregates | $_____Ea |
| Tex-404-A | Determination of Unit Mass (Weight) of Aggregates | $_____Ea |
| Tex-405-A | Determination of Percent Solids and Voids in Concrete Aggregate | $_____Ea |
| Tex-406-A | Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | $_____Ea |
| Tex-407-A | Method For Sampling Freshly Mixed Concrete (included in hourly technician rate) | $_____Ea |
| Tex-408-A | Organic Impurities in Fine Aggregate for Concrete | $_____Ea |
| Tex-409-A | Free Moisture and Water Absorption in Aggregate for Concrete | $_____Ea |
| Tex-413-A | Determination of Deleterious Materials in Mineral Aggregate | $_____Ea |
| Tex-415-A | Slump of Portland Cement Concrete (Included in hourly technician rate) | N/C |
| Tex-416-A | Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate) | N/C |
| Tex-420-A | Flexural Strength of Concrete (Using Simple Beam Center Point Loading) | $_____Ea |
| Tex-447-A | Making and Curing Concrete Test Specimens<br>(Technician time to make cylinders will be charged at approved hourly rates) | $_____Ea |
| Tex-448-A | Flexural Strength of Concrete (Using Sample Beam Third Point Loading) | $_____Ea |
| Tex-460-A | Determination of Crushed Face Particle Count | $_____Ea |

| TEX METHOD | TEST DESCRIPTION | UNIT COST |
|---|---|---|
| ASPHALT SECTION | | |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures | $_____Ea |
| Tex-531-C | Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens | $_____Ea |
| OTHER SECTION | Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.) | |

# EXHIBIT A

-Scope of Services to be
Provided by the County

# EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

**General:**

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# EXHIBIT B

-Scope of Services to be
Provided by the Laboratory

**EXHIBIT "B"**
## Scope of Services

***PROJECT:*** Professional "Construction Material Testing" Laboratory Services for: "All Projects in General" (on an as needed basis) within Hidalgo County Precinct No. 4

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Professional Construction Material Testing Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Geotechnical Engineering Services (Reports)***

**Geotechnical Drilling Services**

**L&G Engineering Laboratory, L.L.C.** will provide drilling services for **Hidalgo County Pct. No. 4 Projects in General**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test

data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

**Engineering Services**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

**Hidalgo County Precinct No. 4** will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

**Hidalgo County Precinct No. 4** will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

**Schedule**

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4.**
- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

# EXHIBIT C

-Laboratory's Contract Rates

# EXHIBIT "C"
# L&G ENGINEERING LABORATORY, L.L.C.
# LABORATORY RATES FOR FY 2011-2012

## Soils Testing

| | | FY 2011 | FY 2012 |
|---|---|---|---|
| Moisture Content Determination | ASTM D2216 - Tex-103-E | $9.95/Ea. | $10.10/Ea. |
| Determination of Liquid Limit of Soils | Tex-104-E | $50.09/Ea. | $50.84/Ea. |
| Determination of Plastic Limit of Soils | Tex-105-E | $50.09/Ea. | $50.84/Ea. |
| Atterberg Limits of Soils | ASTM D 4318 - Tex-106-E | $75.05/Ea. | $76.18/Ea. |
| Bar Linear Shrinkage of Soils | Tex-107-E | $62.63/Ea. | $63.57/Ea. |
| Material Finer #200 Sieve | ASTM D 1140 -Tex-111-E | $62.63/Ea. | $63.57/Ea. |
| Lime Series Testing | Tex-112-E | $505.93Ea. | $513.52/Ea. |
| Moisture-Density Relationship (TxDOT) | Tex-113-E / Tex-114-E | $200.31/Ea | $203.31/Ea. |
| Standard Proctor | ASTM D 698 | $193.92/Ea. | $196.83/Ea. |
| Modified Proctor | ASTM D 1557 | $200.25/Ea. | $203.25/Ea. |
| Field Density Test (Nuclear) | ASTM D 2950 - Tex-115-E | $22.53/Ea. | $22.87/Ea. |
| Determination of Soil pH | Tex-128-E | $81.40/Ea. | $82.62/Ea. |
| Soil-Lime Testing | Tex-121-E | $150.22/Ea. | $152.47/Ea. |
| Resistivity of Soils | Tex-129-E | $91.05/Ea. | $92.42/Ea. |
| Sieve Analysis (Dry)(4 Sieves) | ASTM C 136 - Tex-200-F | $56.28/Ea. | $57.12/Ea. |
| Sieve Analysis (Washed)(4 Sieve) | ASTM C 136 - Tex-200-F | $68.77/Ea. | $69.80/Ea. |
| Sieve Analysis (Additional Sieves) | ASTM C 136 - Tex-200-F | $12.54/Ea. | $12.73/Ea. |
| Texas Wet Ball Mill (Base Material Quality) | Tex-116-E | $219.09/Ea. | $222.38/Ea. |

## Coarse & Fine Aggregate Quality Testing

| | | | |
|---|---|---|---|
| Decantation Test (Conc. Aggr.) | ASTM C117 - Tex-406-A | $43.80/Ea. | $44.46/Ea. |
| Specific Gravity/Absorp. (Conc. Aggr) | ASTM C127 - Tex-403-A | $68.77/Ea. | $69.80/Ea. |
| 5 Cycle Magnesium Soundness | ASTM C88 - Tex-411-A | $531.91/Ea. | $539.89/Ea. |
| SSD Unit Weight of Aggregates | ASTM C29 - Tex-404-A | $62.63/Ea. | $63.57/Ea. |
| Percent Voids/Solids in Conc. Aggr. | Tex-405-A | $12.48/Ea. | $12.67/Ea. |
| ***(In Conjunction w/ SSD Unit Wt of Aggregates)** | | | |
| Sand Equivalent | ASTM D 2419 - Tex-203-F | $68.77/Ea. | $69.80/Ea. |
| Specific Gravity / Absorption (Fine Aggr.) | ASTM C 128 - Tex -403-A | $75.06/Ea. | $76.19/Ea. |
| Organic Impurities in Fine Aggregate | ASTM C 87 - Tex -408-A | $43.80/Ea. | $44.46/Ea. |
| Fineness Modulus of Fine Aggregate | Tex-402-A | $15.02/Ea. | $15.25/Ea. |
| Acid Insoluble of Fine Aggregate | Tex-612-J | $81.40/Ea. | $82.62/Ea. |

## Concrete/Masonry Field & Laboratory Testing

| | | | |
|---|---|---|---|
| Slump Test | ASTM C 143 - Tex-415-A | **$no charge** | **$no charge** |
| Air Content (Pressure Method) | ASTM C 138 - Tex-416-A | $22.48/Ea. | $22.82/Ea. |
| Air Content (Volumetric) | ASTM C 173 | $25.02/Ea. | $25.40/Ea. |
| Casting of Concrete Cylinders | ASTM C 31 | **$no charge** | **$no charge** |
| Compressive Strength of Cyl. Specimen | ASTM C 39 - Tex-418-A | $15.07/Ea. | $15.22/Ea. |
| Cylindrical Specimen Prep./Hold/Cure | ASTM C 192 | $11.32/Ea. | $11.49/Ea. |
| Casting of Grout Prisms | ASTM C 1019 | **$no charge** | **$no charge** |
| Grout Prism Prep./Cure/Compressive Strength | ASTM C 39 | $3131./Ea. | $31.78/Ea. |
| Casting of Mortar Cubes | ASTM C 780 | **$no charge** | **$no charge** |
| Mortar Cube Prep./Cure/Compressive Strength | ASTM C 109 | $30.60/Ea. | $31.06/Ea. |
| Masonry Unit Prep. /Compressive Str. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| Masonry Unit SPG/Abs./Unit Wt. (Set of 3) | ASTM C 140 | $218.99/Ea. | $222.27/Ea. |
| ***(In Conjunction w/ Field Inspection)** | | | |

| **Pavement Thickness / Asphalt Quality** | | **FY 2011** | **FY 2012** |
|---|---|---|---|
| Coring – ACP Thickness | ASTM D 3549 | $62.63/Ea. | $63.57/Ea. |
| Pavement Thickness Determination (Full Depth) | ASTM | $83.33/Ea. | $84.58/Ea. |
| Density of Asphaltic Cores (4 or 6 inch) | Tex-207-F | $68.82/Pr. | $69.85/Ea. |
| Extraction/Sieve Analysis/Asphalt Content | Tex-210-F / Tex-200-F | $219.04/Ea. | $222.33Ea. |
| Asphalt Rolling Pattern (Nuclear Method) | Tex-207-F – Part IV | $37.56/Ea. | $38.12/Ea. |
| Eff. Of Water on Asphalt Mixtures (As Rec'd) | Tex-531-C | $81.40/Ea. | $82.62/Ea. |

| **Geotechnical Field Services** | **FY 2011** | **FY 2012** |
|---|---|---|
| Mobilization | $418.18/Day | $424.45/Day |
| Stand-By Time | $182.95/Hr. | $185.69/Day |
| Texas Cone Penetration Test (Tex-132) | $5.23/Ea. | $5.31/Ea. |
| Soil Boring / Solid Stem | $29.28/Lf | $29.72/Lf |
| Soil Boring / Hollow Stem | $29.28/Lf | $29.72/Lf |
| Soil Boring / Mud Rotary | $29.28/Lf | $29.72/Lf |
| Support Truck | $1.57/Mi. | $1.59/Mi. |
| Peizometer / Monitoring Well | By Quote | By Quote |

| **Soil Classification Testing** | **FY 2011** | **FY 2012** |
|---|---|---|
| Moisture Content Determination | $10.00/Ea. | $10.15/Ea. |
| Determination of Liquid Limit of Soils | $50.09/Ea. | $50.84/Ea. |
| Determination of Plastic Limit of Soils | $50.09/Ea. | $50.84/Ea. |
| Atterberg Limits of Soils | $75.06/Ea. | $76.19/Ea. |
| Bar Linear Shrinkage of Soils | $62.63/Ea. | $63.57/Ea. |
| **Sieve Analysis** | | |
| Through #200 Sieve | $73.18/Ea. | $74.28/Ea. |
| Finer #200 Sieve | $52.27/Ea. | $53.05/Ea. |
| Unit Dry Weight | $27.18/Ea. | $27.59/Ea. |
| Specific Gravity | $73.18/Ea. | $74.28/Ea. |

| **Strength / Volume Change Laboratory Testing** | **FY 2011** | **FY 2012** |
|---|---|---|
| Unconfined Compression-Soil Shelby Tube Specimen | $47.05/Ea. | $48.55/Ea. |
| Unconfined Compression-RockCore Specimen | $50.19/Ea. | $51.69/Ea. |
| Swell Test-Pressure Method | $261.36/Ea. | $265.28/Ea. |
| Swell Test-Free Swell | $146.36/Ea. | $148.56/Ea. |
| Consolidation Test | $491.36/Ea. | $498.73/Ea. |
| HydraulicConductivity | $365.90/Ea. | $371.39/Ea. |

| **Pavement Investigation** | **FY 2011** | **FY 2012** |
|---|---|---|
| Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index | $469.29/Ea. | $476.33/Ea. |

**L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.**

| **Personnel:** | | |
|---|---|---|
| Engineer (Principal) | $150.22/Hr. | $152.47/Hr. |
| Engineering Specialist | $112.61/Hr. | $114.30/Hr. |
| Technician (Soils) | $45.07/Hr. | $45.75/Hr. |
| Technician (Concrete) | $57.55/Hr. | $58.41/Hr. |
| Technician (Asphalt) | $57.55/Hr. | $58.41/Hr. |

| **Engineering Review, Evaluation, Management & Administration** | **FY 2011** | **FY 2012** |
|---|---|---|
| Test Report | $22.23/Ea. | $22.56/Ea. |

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

| **Expenses:** | | |
|---|---|---|
| Mileage | .49/Mi | .50/Mi. |

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

**^^Fees adjusted approximately 1.5% annually.**

# EXHIBIT D

-Work Authorization Form

# EXHIBIT "D"
## HIDALGO COUNTY
## Professional Construction Material Testing Laboratory Services
## Agreement #C-11-062-04-05
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Oscar L. Garza, Jr., as to content and detail of this Work Authorization No. ___.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4:**

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____ day of _____, 2011.

**THE LABORATORY:**
**L & G ENGINEERING LABORATORY LLC**
**L & G CONSULTING ENGINEERS, INC.**

_____
By:

**THE OWNER:**
**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
by: Arturo Guajardo Jr., County Clerk

# EXHIBIT E

-Supplemental Agreement Form

# EXHIBIT "E"

**Supplemental Agreement Form**

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2011** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the Agreement to _____

**A.** AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE LABORATORY:**

**BY:**_____

Address for Giving Notices:

_____

_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# EXHIBIT F

-Certificates of Insurance

Client#: 34 LABOR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Engineering Laboratory LLC,
L & G Consulting Engineers, Inc.
2100 W Expressway 83
Mercedes, TX 78570

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Steadfast Insurance Co. | 26387 |
| INSURER B: Texas Mutual Insurance Company | 22945 |
| INSURER C: Peerless Insurance Company | 24198 |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | GPL967060502 | 07/19/10 | 07/19/11 | EACH OCCURRENCE | $2,000,000 |
| | | X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | | CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | $5,000 |
| | | X BI/PD Ded:10000 | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | POLICY PRO-JECT LOC | | | | | |
| C | | AUTOMOBILE LIABILITY | BA1151573 | 07/19/10 | 07/19/11 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | X ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | X HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | X NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TSF00010203000 | 07/23/10 | 07/23/11 | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | YES | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | | OTHER Professional Liability | GPL967060502 | 07/19/10 | 07/19/11 | $2,000,000 Aggregate<br>$2,000,000 Per Occasion | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
Martha L. Salazar, CPPB
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## Leticia Saenz

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 11:15 AM
**To:** 'Leticia Saenz'
**Subject:** FW: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

You're on a roll.

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Friday, April 01, 2011 11:08 AM
**To:** 'Martha Salazar'
**Subject:** RE: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 10:37 AM
**To:** 'Steve Crain'
**Cc:** 'Leticia Saenz'
**Subject:** FW: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

Mr. Crain:
Please review and comment as to form with corrections.
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Friday, April 01, 2011 9:44 AM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'
**Subject:** FW: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

Ms. Marty-

Please forward to legal for review and approval as to form w/required correction as stated in email below.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, March 31, 2011 7:51 AM
**To:** 'Leticia Saenz'
**Subject:** FW: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Thursday, March 31, 2011 7:40 AM
**To:** 'Martha Salazar'
**Subject:** RE: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

The reference to paragraph 24 in numbered paragraph 3 should be paragraph 23.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, March 30, 2011 4:23 PM
**To:** 'Steve Crain'
**Cc:** 'Leticia Saenz'
**Subject:** FW: Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)
**Importance:** High

Mr. Crain:
Please review and comment as to form.
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, March 30, 2011 4:06 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'
**Subject:** Contract#C-11-062-04-05-L&G Engineering Laboratory LLC-Pct 4 (On Call)

Ms. Marty-

Please forward the attached contract document to legal for review and approval as to form.

Note: I will place for final approval of contract document on the next CC agenda of 04/05/11.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

**AI-26171** **21.E.1.**

**Approval of Interlocal Agreement between TXDPS and HIDALGO COUNTY - OMNIBASE**

**CC REGULAR**

| | |
|---|---|
| Date: | 04/12/2011 |
| Submitted By: | Letty Saenz, PURCHASING DEPT. |
| Submitted For: | Marty Salazar |
| Department: | PURCHASING DEPT. |
| Agenda Category: | Purchasing Department Sub-category: County Clerk |

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement between the Texas Department of Public Safety ("TDPS") and Hidalgo County to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

BACKGROUND

Interlocal Agreement document as reviewed and approved by legal

Term: This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #:

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

BUDGETARY IMPACT:

Hidalgo County must pay the Vendor a fee of $6.00 per person for each violation which has been reported to the Vendor and for which the County has subsequently collected the statutorily required $30.00 administrative fee only.

The amount of $20.00 of each Administrative fee collected pursuant to Texas Transportation Code §706.006 shall be remitted to the TDPS Comptroller on or before the last day of each calendar quarter and retain $10.00 of each fee for payment to the Vendor and credit to the general fund.

No Budgetary Impact, because the Vendor fee will be paid from the Administrative Fees collected. The service under this agreement will assist in collecting unpaid fines.

Attachments

Link: Interlocal Agreement-TxDPS (reviewed & apprved by legal)

Link: Email Confirmation - Approved by legal-Interlocal TxDPS-Ominibase

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 04/06/2011 04:48 PM | APRV |
| 2 | Budget & Management | Erika Zamora | 04/07/2011 07:59 AM | APRV |
| 3 | Sylvia Solis | Sylvia Solis | 04/07/2011 11:45 AM | APRV |
| 4 | Auditor's Office | | 04/07/2011 05:34 PM | NEW |

Form Started By: Letty Saenz

Started On: 04/06/2011 04:20 PM

Final Approval Date: 04/07/2011

# Interlocal Cooperation Contract

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the **Texas Department of Public Safety** ("TDPS"), a political subdivision of the State of Texas, and the **County of Hidalgo**, a local political subdivision of the State of Texas.

## II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

## III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

## IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

## V. Venue

The parties agree that this contract is deemed performable in Hidalgo County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Hidalgo County, Texas.

## VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

## VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

(1) the jurisdiction in which the alleged offense occurred;
(2) the name of the local political subdivision submitting the report;
(3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
(4) the date of the alleged violation;
(5) a brief description of the alleged violation;
(6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
(7) the date that the person failed to appear or failed to pay or satisfy a judgment; and
(8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required $30.00

administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

(1)the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
(2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
(3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
(4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
(5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

## X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

## XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit $20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain $10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of $6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required $30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

## XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

## XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

## XVI. Multiple Counterparts

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

## XVII. Effective Date of Contract

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, County may terminate this agreement upon thirty (30) days written notice to the other party. Notice may be given at the following addresses:

**Local Political Subdivision**:
County of Hidalgo
Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539
(956) 318-2699 (fax)

Texas Department of Public Safety
Safety Project Administrator, FTA Program
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5948 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

| **TEXAS DEPARTMENT OF PUBLIC SAFETY** | **LOCAL POLITICALSUBDIVISION* COUNTY OF HIDALGO** |
|---|---|
| Oscar Ybarra, Chief of Finance | Ramon Garcia, County Judge |
| Date | Date |

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

Continued Page of Execution for:

**Interlocal Agreement**
**Between**
**Texas Department of Public Safety ("TDPS")**
**and**
**County of Hidalgo**

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

_____
Date

## Leticia Saenz

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, April 07, 2011 9:21 AM
**To:** 'Leticia Saenz'
**Subject:** FW: Modified per legals advise- Interlocal with TxDPS-OmniBase-County Clerk

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Thursday, April 07, 2011 7:37 AM
**To:** 'Martha Salazar'
**Subject:** RE: Modified per legals advise- Interlocal with TxDPS-OmniBase-County Clerk

The revised interlocal is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, April 06, 2011 4:34 PM
**To:** 'Steve Crain'
**Cc:** 'Leticia Saenz'
**Subject:** FW: Modified per legals advise- Interlocal with TxDPS-OmniBase-County Clerk

Mr. Crain:
First of all, disregard previous e-mail as I left out a caption. Please review and comment as form with changes recommended.
Thanks,
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, April 06, 2011 4:16 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'
**Subject:** Modified per legals advise- Interlocal with TxDPS-OmniBase-County Clerk

Ms. Marty-

Attached, is draft and "modified" as per legal's advise to you this morning the Interlocal Agreement with TX DPS for Ominbase. I have typed in RED the areas which have been modified with either "additions" or "deletions" for easy review.

Please forward to legal for review and approval as to form in order to proceed with placement on the next CC agenda for final approval of this agreement.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

**AI-26103** **22.D.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:23 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:11 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 08:41 AM

Final Approval Date: 04/07/2011

**AI-26100** **22.E.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:18 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:11 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 08:37 AM

Final Approval Date: 04/07/2011

**AI-26086** **22.F.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:05 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:06 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/04/2011 09:46 AM

Final Approval Date: 04/07/2011

**AI-26084** **22.G.**

**Claim of Yvonne Gaytan**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Claim of Yvonne Gaytan

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:04 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:06 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/04/2011 09:43 AM

Final Approval Date: 04/07/2011

**AI-26157** **22.H.**

**Claim of Joanne Keyser**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Claim of Joanne Keyser

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 03:36 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:23 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |
| Form Started By: Aida Alvarez | | | Started On: 04/06/2011 03:16 PM | |
| Final Approval Date: 04/07/2011 | | | | |

**AI-26148** **22.I.**

# Case No. 7:08-CV-265; USA v. 1.03 acres of land, more or less, situated in Hidalgo County, State of Texas, and L.J.&J. Family Limited Partnership, et

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Closed Session |

## Information

### CAPTION

Case No. 7:08-CV-265; USA v. 1.03 acres of land, more or less, situated in Hidalgo County, State of Texas, and L.J.&J. Family Limited Partnership, et al

### BACKGROUND

On 3/7/11 Comm. Court Authorized the signature of the waiver of service only. (not the disclaimer)

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 02:34 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:20 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Monica Badillo — Started On: 04/06/2011 02:05 PM

Final Approval Date: 04/07/2011

**AI-26102** **23.D.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:19 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:11 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 08:39 AM

Final Approval Date: 04/07/2011

**AI-26101** **23.E.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/05/2011 01:19 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:11 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/05/2011 08:38 AM

Final Approval Date: 04/07/2011

**AI-26087** **23.F.**

**Claim of AT&T**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Claim of AT&T

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:06 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:07 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/04/2011 09:47 AM

Final Approval Date: 04/07/2011

**AI-26085** **23.G.**

**Claim of Yvonne Gaytan**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Claim of Yvonne Gaytan

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/04/2011 04:05 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:06 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |

Form Started By: Aida Alvarez — Started On: 04/04/2011 09:45 AM

Final Approval Date: 04/07/2011

**AI-26159** **23.H.**

**Claim of Joanne Keyser**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Aida Alvarez, SAFETY DIVISION |
| **Submitted For:** | Valde Guerra |
| **Department:** | SAFETY DIVISION |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Claim of Joanne Keyser

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 03:37 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:23 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |
| Form Started By: Aida Alvarez | | | Started On: 04/06/2011 03:18 PM | |
| Final Approval Date: 04/07/2011 | | | | |

**AI-26149** **23.I.**

**Case No. 7:08-CV-265; USA v. 1.03 acres of land, more or less, situated in Hidalgo County, State of Texas, and L.J.&J. Family Limited Partnership, et**

**CC REGULAR**

| | |
|---|---|
| **Date:** | 04/12/2011 |
| **Submitted By:** | Monica Badillo, EXECUTIVE OFFICE |
| **Department:** | EXECUTIVE OFFICE |
| **Agenda Category:** | Open Session |

## Information

### CAPTION

Case No. 7:08-CV-265; USA v. 1.03 acres of land, more or less, situated in Hidalgo County, State of Texas, and L.J.&J. Family Limited Partnership, et al

### BACKGROUND

On 3/7/11 Comm. Court approved the waiver of service only. (not the disclaimer)

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Erika Zamora | 04/06/2011 02:35 PM | APRV |
| 2 | Auditor's Office | Arcilia Duran | 04/07/2011 03:20 PM | APRV |
| 3 | Purchasing Department | | 04/07/2011 05:34 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 04/06/2011 02:08 PM | |
| Final Approval Date: 04/07/2011 | | | | |