

AI-26917

6.B.

**Heyl Companies Settlement Check
CC REGULAR**

Date: 06/14/2011
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 Heyl Companies in the amount of \$1,373.16 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 04/22/11

1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: [Sheriff Office](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:50 PM	APRV
2	Erika Zamora	Erika Zamora	06/08/2011 04:49 PM	APRV
3	Auditor's Office	Arcilia Duran	06/09/2011 08:59 AM	APRV
4	Purchasing Department	Marty Salazar	06/09/2011 02:35 PM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 02:06 PM

Final Approval Date: 06/09/2011

HEYL COMPANIES

DETACH AND RETAIN THIS STATEMENT

KCSF

142969

Claim # 11NR118

Truck # 43

Trip # 04988

\$ 1373.16

HIDALGO COUNTY
DBM SAFETY DIVISION

2011 MAY 27 AM 9 29

(48901.010)



PO Box 500
Akron, Iowa, 51001

NOT VALID AFTER 60 DAYS
FROM DATE ISSUED



93-455
929

Havre, Montana 59401
24-Hour Banking 1-800-673-3555

NO. 142969

DATE
5/20/11

CHECK NO.
142969

AMOUNT
\$ 1,373.16

THE SUM IS 1373.16

PAY
TO THE
ORDER OF

Hidalgo County
Attn. Safety Div.
P.O. Box 1396
Edinburg, TX 78540

HEYL COMPANIES

AUTHORIZED SIGNATURE

⑈ 142969⑈ ⑆ 092904554⑆ 150080662250⑈

AI-27018

7.A.

**REIMBURSEMENT FOR DEPUTY ARMANDO LEMUS (fuel)
CC REGULAR**

Date: 06/14/2011

Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Submitted For: Nancy Ponce

Department: CONSTABLE PCT. #4

Agenda Category: Constables

Sub-category: Constables

Information

CAPTION

Constable Pct #4

Pursuant to the fuel policy, requesting approval to reimburse Deputy Armando Lemus for the purchase of fuel for County Vehicle Unit #410 assigned to him, with authority for the County Treasurer's Office to issue payment/check after auditing procedures are completed by County Auditor's office:

Deputy Constable	Armando Lemus	423	\$55.57
------------------	---------------	-----	---------

BACKGROUND

Deputy Lemus:

-Fuel expense incurred as a result of a fuel card not approved on Saturday, May 28, 2011. Card did not go through but is now working appropriately for employee no. 138762.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-421-00-294-001-0-626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$55.57 available balance in req#197101 as of 06/09/2011.

Receipt dated on: 05/28/11 Transaction No. TO48678332-001

Attachments

Link: [LETTER AND RECEIPT](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:16 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/10/2011 11:50 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 01:29 PM	APRV
4	Erika Reyna	Erika Reyna	06/10/2011 01:50 PM	APRV
5	Purchasing Department	Marty Salazar	06/10/2011 01:56 PM	APRV

Form Started By: Nancy Ponce

Started On: 06/08/2011 02:55
PM

Final Approval Date: 06/10/2011

WELCOME TO
 AZIZ 33
 5302 E HWY 107
 EDINGBURG, TX 78539
 [956]287-7325
 T048678332-001 AZIZ QUICK STOP #33
 5302 E. HWY 107
 EDINGBURG TX 78539

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #10	15.146G	55.57
	@ 3.669/ G	
Sub Total		55.57
Tax		0.00
TOTAL		55.57
DEBIT \$		55.57

CARD TYPE: DEBIT
 CARD NAME: LEMUS/TEODORO A
 ACCT NUMBER: XXXXXXXXXXXX0778
 TRANS TYPE: SALE
 APPROVAL: 491792 INVOICE: 022357
 AMOUNT: \$ 55.57

APPROVED 491792

THANKS, COME AGAIN

REG# 0002 CSH# 002 DR# 01 TRAN# 25819
 05/28/11 19:52:24 ST# AB123

WELCOME TO
 AZIZ 33
 5302 E HWY 107
 EDINGBURG, TX 78539
 [956]287-7325
 T048678332-001 AZIZ QUICK STOP #33
 5302 E. HWY 107
 EDINGBURG TX 78539

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #10	15.146G	55.57
	@ 3.669/ G	
Sub Total		55.57
Tax		0.00
TOTAL		55.57
DEBIT \$		55.57

CARD TYPE: DEBIT
 CARD NAME: LEMUS/TEODORO A
 ACCT NUMBER: XXXXXXXXXXXX0778
 TRANS TYPE: SALE
 APPROVAL: 491792 INVOICE: 022357
 AMOUNT: \$ 55.57

APPROVED 491792

THANKS, COME AGAIN

REG# 0002 CSH# 002 DR# 01 TRAN# 25819
 05/28/11 19:52:24 ST# AB123

On May 28, 2011 I, Deputy Armando Lemus (423) while on night patrol, stopped at the Aziz convenience store located on the southeast corner of 907 and 107 (5302 E Hwy 107) to fuel up the county patrol unit (#410 TX LP's 102-5373). Attempted numerous times to fuel unit with the county COMDATA credit card but was repeatedly declined, saying invalid merchant. I had no other choice but to purchase fuel for the unit out of pocket. Total cost was \$55.57. View attached receipt.

Armando Lemus

A handwritten signature in black ink, appearing to read 'Armando Lemus', with a large, stylized flourish at the end.

AI-8598**23.A.7.****Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards****CC REGULAR****Date:** 04/01/2008**Submitted By:** Yvette Islas, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County**Information****CAPTION**

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation / Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

1. Administration-Security
2. Boot Camp (Edinburg)
3. Restitution Center
4. Precinct #2
5. Buildings & Grounds

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training.

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact**FISCAL YEAR:****ACCT. #:** Various**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

For funding availability please see the attached 2008 Expense Report for Object Code 682 (Dated as of 3-28-08).

AttachmentsLink: [Security Administration Request Form](#)Link: [Boot Camp Request Form](#)Link: [Restitution Center Request Form](#)Link: [Precinct No. 2 Request Form](#)

Link: [Buildings & Grounds Request Form](#)

Link: [2008 Exp Rpt for Obj 682 \(as of 3-28-08\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 01:18 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:29 PM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 03:00 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Yvette Islas Started On: 03/26/2008 02:59 PM
Final Approval Date: 03/28/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card Add Driver Pin Delete Cancel Card Delete/Cancel Driver

Department:	Parkings lot Security		
Billing Address:	2818 S. Bus. 281		
Fuel Card Manager:	Angela Garcia		
	This person can not have use of the fuel card		
Phone Number:	956-239-1037		
County Email:	Angela.garcia@co.hidalgo.tx.us		
Web user Name:		Password:	
Hidalgo Co Acct Number:	8-1100-419-40-115-069-0-682		
Requested By:	Rolando Gonzalez - <i>[Signature]</i>		
	Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
884 041	114 Explorer XLS 4x2 4DR	1FMZU62K65ZA27229	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	Rolando	Gonzalez	089524	AK	✓
2	David	Garza	122386	AK	AK
3	Robert	Lugo	016497	AK	AK
4	Armando	Lemus	138716	AK	AK
5	Albert	Collins	133841	AK	AK
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

AI-27029

8.A.

Payment of invoice as claim

CC REGULAR

Date: 06/14/2011
Submitted By: SANDRA DELEON, COUNTY JUDGE
Submitted For: Yolanda Chapa
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Requesting approval of invoice (claim) #93728 in the amount of \$346.00 from Gulf Data Products with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-413-00-110-006-0-550
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Reference PO#649592 available \$346.00.

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:22 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 02:03 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:14 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 03:19 PM	APRV
Form Started By: SANDRA DELEON			Started On: 06/08/2011 03:54 PM	
Final Approval Date: 06/10/2011				

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

April 1, 2011

Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Clossner, Suite J
Edinburg, TX 78539

Re: Gulf Data Products

Dear Judge Garcia:

We are in receipt of invoice no. 93728 from Gulf Data Products for the purchase of "thank you" cards (purchase order no. 649295). Our concern with processing payment for this invoice is that the public purpose served by purchasing and distributing "thank you" cards is not evident.

Article III, Section 52(a) of the Texas Constitution provides:

Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company.

Article VIII, Section 3 of the Texas Constitution provides:

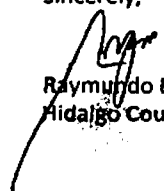
Taxes shall be levied and collected by general laws and for public purposes only.

The purpose of Article III, Section 52(a) has been held to be "to prevent the application of public [property] to private purposes." However, the use of public funds or things of value for a legitimate public purpose does not violate the Texas Constitution. The governmental body must make the determination as to whether a particular grant of public funds or thing of value serves a public purpose.

In order to process payment, we respectfully request that an item be placed on the Commissioners Court agenda in order for the Commissioner Court to declare the public purpose served by purchasing and distributing "thank you" cards.

If you have any questions, please contact me at (956)318-2511 ext. 4604.

Sincerely,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 10th D.C. RODOLFO DELGADO JUDGE, 13th D.C. J. R. "BOBBY" FLORES JUDGE, 13th D.C. ROSE OLIVERA REYNA JUDGE, 20th D.C. JUAN R. PARTIDA JUDGE, 27th D.C. MARCO E. RAMIREZ, JR. JUDGE, 32nd D.C. NOE GONZALEZ JUDGE, 37th D.C. OVERSEER LETICIA LOPEZ JUDGE, 38th D.C. AIDA SALINAS FLORES JUDGE, 39th D.C. ISRAEL RAMON, JR. JUDGE, 43rd D.C. JESSE CONTRERAS JUDGE, 44th D.C.

GULF DATA PRODUCTS

810 East Harrison • Harlingen, TX 78550
 Tel: (956) 421-5711 • Fax: (956) 425-5535
 1-800-825-5395

RECEIVED

JAN 24 2011

COUNTY JUDGE

INVOICE

DATE INVOICE NO.
 1/17/2011 93728

Bill To

Hidalgo County Judges Offices
 1615 S. Closner Suite J
 Edinburg, Texas 78539

Ship To

Hidalgo County Judges Offices
 1615 S. Closner Suite J
 Edinburg, Texas 78539
 3 HCJO

(107)

P.O. NUMBER	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA	OUR NO.
649592	Net 30	2/16/2011	RKK	1/17/2011	Delivery	72345

ITEM	DESCRIPTION	ORDERED	SHIPPED	UNIT	RATE	AMOUNT
FCF	500 - Thank You Cards with Envelopes	1	1	lot	346.00	346.00

411004130011000350

Goods/Services Received by: [Signature] on 1/24/11
 Invoice Received by: [Signature] on 1/24/11
 Purchase Order #: 649592
 Acct# 0-1100-413-00-110-006-0-350

Ret. PO. 649592

ye

PRINTING

Letterheads Envelopes Business Cards Labels Medical Forms
 Checks Invoices Statements Purchase Orders Color Printing

ADVERTISING SPECIALTIES

Pens Pencils Koozies Scratch Pads Coffee Mugs Magnets
 Thousands of items with your company logo!

Thank You For Your Order

INVOICE TOTAL	\$346.00
PLEASE PAY THIS AMOUNT	

AI-27044

8.B.

**Presentation by Mr. Ron Tupper
CC REGULAR**

Date: 06/14/2011
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation by Mr. Ron Tupper, Senior Healthcare Consultant for Rio One Health Network, regarding progress on collaborative healthcare initiative amongst hospitals in Hidalgo County.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Rio One Health Network](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/09/2011 03:41 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 03:53 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 10:28 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 10:32 AM	APRV

Form Started By: Erika Reyna
Started On: 06/09/2011 09:50 AM
Final Approval Date: 06/10/2011

Draft Only - RT



RIO ONE HEALTH NETWORK

A Brief Presentation to County of Hidalgo Commissioners' Court

June 14, 2011

Rio One Health Network is a Texas non-profit corporation recently awarded a planning grant by Health and Human Services Commission (HHSC) in Austin to design and implement a formal Health Information Exchange. A total of three years of state funding is available to develop this health exchange and requires the submission of a comprehensive Operating Plan by Rio One Health Network that is currently being developed under specific state and federal guidelines. The service area for this health network includes both Hidalgo and Starr Counties under the direction of a local non-profit board currently being developed.

This exchange will be comprised of physicians, hospitals and clinics, as well as ancillary health services such as lab, and pharmacy services. When fully operational in six months this exchange will become a formal health network with each participating organization's electronic health records (EHR) system capable of communicating patient information with one another in both Hidalgo and Starr Counties.

The goal of these new Health Information Exchanges is to provide the ability for network participating physicians, hospitals, pharmacies and laboratories to securely and efficiently exchange such patient information electronically between one another to improve healthcare delivery throughout the two Counties. This requires cooperation between all network participants to keep such health information current, available electronically and secure with prior patient authorization required before such medically required health information can be exchanged.

The potential advantages of an effective Health Exchange is improved patient care and reduce medical costs by reducing duplicate testing, reducing re-admission rates to hospitals, reducing medical errors and contra-indicated drugs and by consolidating pertinent health information in one secure location electronically that is available to these network participants only.

Hospital emergency rooms can potentially access information, for example, on patients in the network who arrive for emergency care without records to determine if any prior patient history exists or what tests or procedures are on file that were performed recently. This has the potential to greatly reduce the need, time and cost associated with re-ordering such lab, pharmacy and other expensive tests unnecessarily. It also is more patient friendly, and can help minimize patient and family anxiety during the visit, and avoid duplicate testing while at the same time improving patient safety through an efficient system of shared health information.

This also provides better continuity of care by readily accessing the patients' history in real time. Each encounter in the network is updated in the electronic health record of each patient and is then available to all network physicians and hospitals regardless of where the patient next seeks treatment, procedures or testing.

Rio One Health Network is developing a representative board of directors including physicians, hospitals, pharmacies, labs and business and has requested that a County of Hidalgo member be appointed at this time.

There are approximately 200 physicians already enrolled in Rio One Health and prepared to participate in this new network once the Operational Plan is approved by HHSC and funds for operations are provided by HHSC. Health Department Clinics as well as Federally Qualified Health Center are invited to participate. In addition, nine hospitals have enrolled to date in Rio One Health including in alphabetical order:

Cornerstone Medical Center
Doctors Hospital at Renaissance
Edinburg Regional Medical Center
Edinburg Children's Hospital
McAllen Medical Center
McAllen Heart Hospital
Mission Regional Medical Center
Rio Grande Regional Hospital
South Texas Behavioral Health Center

AI-27046

9.A.

370th DC - Salary Increases

CC REGULAR

Date: 06/14/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Judge Gonzalez
Department: BUDGET & MANAGEMENT
Agenda Category: District Courts

Information

CAPTION

370th District Court (1100):

1. Approval to adjust (increase) the salary due to assignment of additional duties to the following positions, effective next full pay period 06/20/11:

Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Salary Increase
0002	Court Coordinator	\$58,810.00	\$60,100.00	\$1,290.00
0003	Asst. Coordinator	\$56,730.00	\$58,220.00	\$1,490.00
0004	Bailiff/Interp.	\$43,990.00	\$46,520.00	\$2,530.00
			Total:	\$5,310.00

- 2. Approval of intradepartmental transfer.
- 3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-007-001-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

370TH DC-OTHER
\$15,248.00 available funds as of 06/09/11.

Attachments

- Link: [fiscal note](#)
- Link: [PARs](#)
- Link: [Job Description](#)
- Link: [revised salary schedule](#)
- Link: [Intra-dept. transfer](#)
- Link: [Back-up](#)

Form Routing/Status

Route Seq Inbox Approved By Date Status

1	Budget & Management	Erika Zamora	06/09/2011 02:00 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/10/2011 09:09 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 10:26 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 10:32 AM	APRV

Form Started By: Sylvia Solis
Started On: 06/09/2011 10:45 AM

Final Approval Date: 06/10/2011



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 370th District Court [007]

DATE: May 12, 2011

CURRENT POSITION TITLE: Court Coordinator

CURRENT SLOT. #: 002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 58,810.00 \$ 60,100.00 \$ 1,290.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____

 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

Salary adjustment due to increase in duties & complexity of responsibilities.

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


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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		May 16, 2011	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	5/26/2011	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/26/2011	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

"ATTACHMENT"
[Personnel Adjustment Request Form]

All three employees are now cross-trained to cover each others duties in case of absents. For example covering bailiff duties or coordinator duties, civil/criminal. Additionally, Judge Gonzalez to have an open discussion at Commissioner's Court regarding questions or concern for this increase.

Post-It® Fax Note	7071	Date	5/27/11
To	Rosio	From	Ester
Co./Dept.		Co.	37004
Phone #	292-7035	Phone #	V-6441
Fax #		Fax #	318-2285



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 370th District Court [007]

DATE: May 12, 2011

CURRENT POSITION TITLE: Assistant Coordinator

CURRENT SLOT. #: 003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 56,730.00 \$ 58,220.00 \$ 1,490.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____

 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

Salary adjustment due to increase in duties & complexity of responsibilities.

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




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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		DATE	May 14, 2011	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.		DATE	5/24/2011	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.		DATE	05/26/2011	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

"ATTACHMENT"
[Personnel Adjustment Request Form]

All three employees are now cross-trained to cover each others duties in case of absents. For example covering bailiff duties or coordinator duties, civil/criminal. Additionally, Judge Gonzalez to have an open discussion at Commissioner's Court regarding questions or concern for this increase.

Post-it® Fax Note	7871	Date	5/27/11
To	Rosie	From	Esther
Co./Dept.		Co.	37044
Phone #	292-7035	Phone #	V-6461
Fax #		Fax #	318-2285



HIDALGO COUNTY Personnel Adjustment Request Form

Judge

DEPARTMENT NAME/NUMBER: 370th District Court [007] → *Nee Gonzalez* DATE: May 12, 2011

CURRENT POSITION TITLE: Bailiff/Interpreter CURRENT SLOT #: 004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

- New Position
- Temporary Position
- Position Reclassification*
- Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 43,990.00 Current Budgeted Salary \$ 46,520.00 Proposed Budgeted Salary \$ 2,530.00 Net Change

Position to be funded from one of the following:

- Current Department Budget
- Annual Budget Cycle
- Will Require Additional Funds
- Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
 Enter hourly rate for temp. positions
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

Salary adjustment due to increase in duties & complexity of responsibilities.

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)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<i>Esthera Cochran</i>	<i>May 14, 2011</i>	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<i>Don Ly</i>	<i>05/26/2011</i>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

"ATTACHMENT"
[Personnel Adjustment Request Form]

All three employees are now cross-trained to cover each others duties in case of absents. For example covering bailiff duties or coordinator duties, civil/criminal. Additionally, Judge Gonzalez to have an open discussion at Commissioner's Court regarding questions or concern for this increase.

Post-It® Fax Note	7871	Date	5/27/11	# of pages	1
To	Rosie	From	Eder		
Co./Dept.		Co.	37004		
Phone #	292-7035	Phone #	V-6461		
Fax #		Fax #	318-2285		

HIDALGO COUNTY DISTRICT COURT

Job Title: Court Coordinator FLSA Status: ~~NON~~ Exempt
Dept. Code: 001-009 Civil Service Status: Exempt

SUMMARY:

Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work, appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- May schedule court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May make daily docket entries (from court hearings) on court files;
- May arrange for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May make arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May act as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and make sure case is set for a hearing, trial, etc. (make sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraise performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:

Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:

- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

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

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

HIDALGO COUNTY DISTRICT COURT

Job Title: Assistant Coordinator FLSA Status: Non- Exempt

Dept. Code: 001-009 Civil Service Status: Exempt

SUMMARY:

Under general direction of District Court/ County Court At Law Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Acts as the court's official translator;
- Interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

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

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time

- operating assigned office equipment

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

HIDALGO COUNTY DISTRICT COURT

Job Title: Bailiff - Interpreter FLSA Status: *NON* Exempt
Dept. Code: 001-009 Civil Service Status: Exempt

SUMMARY:

The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;

- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certify court orders;
- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:

- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:

- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is

occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 50 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.



ESTER CONTRERAS
DISTRICT COURT COORDINATOR

FRANK B. MORENO, CSR-RPR
OFFICIAL COURT REPORTER

IDA L. PÉREZ
CRIMINAL CASE COORDINATOR

ALICIA SALINAS
COURT BAILIFF/INTERPRETER

NOÉ GONZALEZ
JUDGE, 370th JUDICIAL DISTRICT OF TEXAS
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 1st FLOOR
EDINBURG, TEXAS 78539
(956) 318-2280

TO: Balde Guerra
Budget Officer
County of Hidalgo

From: Hon. Noe Gonzalez
State District Judge
370th Judicial District

The following are additional duties which will be assigned to my court staff effective as of February 22, 2011:

Court Coordinator

Shall be cross trained to handle a civil and criminal dockets

Assistant Court Coordinator

Shall be cross trained to handle a civil and criminal dockets

Bailiff

Shall be cross trained to assume all of the roles and responsibilities of the Court Coordinator and the Assistant Court Coordinator.

See attached job descriptions for Court Coordinator and Assistant Court Coordinator

The aforementioned is to serve for justification for the Commissioner's Court item set for June 14, 2011.

Please contact my office at 956-318-2280 if you have any question regarding this very important matter.

AI-27023

10.A.

**Presentation of U.S. Flag to Hidalgo County
CC REGULAR**

Date: 06/14/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation of U.S. Flag to Hidalgo County Commissioners' Court by U.S. Congressman Henry Cuellar.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:18 PM	APRV
2	Auditor's Office	Arcilia Duran	06/08/2011 05:16 PM	APRV
3	Purchasing Department	Marty Salazar	06/09/2011 02:36 PM	APRV

Form Started By: Angela Garcia
Started On: 06/08/2011 03:30 PM

Final Approval Date: 06/09/2011

AI-26954

11.B.

PPCPS / PHER FY 11 Budget Amendment / Revision

CC REGULAR

Date: 06/14/2011
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

1. Requesting approval to accept the attached Public Health Emergency Response grant contract #2011-037518 Amendment 001A. The purpose of this Amendment is to reduce the contract due to the inability to expend all funds by July 31, 2011. Amendment 001A is effective June 14, 2011.
2. Approval of the attached Categorical Budget Change Request reducing the grant budget in the amount of \$482,036.00.
3. Approval of the Budget Amendment reducing the grant budget in the amount of \$482,036.00.

BACKGROUND

The original Public Health Emergency Response grant contract #2011-037518-001 was approved / accepted by Commissioner's Court on 11/22/10 through AI-24019.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-042-1-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Reduction of grant budget in the amount of \$482,036.00.

Attachments

- Link: [Grant Amendment](#)
Link: [Cat Bud Change Request](#)
Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/06/2011 03:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/07/2011 10:53 AM	APRV
3	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Mike Escaname

Started On: 06/06/2011 02:35
PM

Final Approval Date: 06/10/2011

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-037518 (Contract) in accordance with this Amendment No. 001A : Public Health Emergency Response – Focus Area 1, effective 05/19/2011 .

The purpose of this Amendment is to reduce contract due to inability to expend all funds.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~001~~ changes to 001A

SECTION I. STATEMENT OF WORK, is revised as follows:

PHER Allocation	Not To Exceed Amount
Focus Area I; Phase I-II	391,942.00 <u>\$342,840.00</u>
Focus Area I; Phase III	822,167.00 <u>\$455,322.00</u>
Focus Area II	312,202.00 <u>\$246,113.00</u>

SECTION VII. BUDGET, is revised as per attached Categorical Budget and Equipment List.

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

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Adolfo M. Valadez, M.D., M.P.H.

Name: _____

Assistant Commissioner for Prevention and Preparedness
Services

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

512.458.7111

Phone: _____

adolfo.valadez@dshs.state.tx.us

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Response – Focus Area 1

CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2011-037518

CONTRACT TERM: 10/01/2010 THRU: 07/31/2011

BUDGET PERIOD: 10/01/2010 THRU: 07/31/2011

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$253,106.00	\$151,863.00	\$(101,243.00)
Fringe Benefits	\$83,970.00	\$50,383.00	\$(33,587.00)
Travel	\$39,331.00	\$39,331.00	\$0.00
Equipment	\$111,050.00	\$111,050.00	\$0.00
Supplies	\$234,039.00	\$159,039.00	\$(75,000.00)
Contractual	\$233,000.00	\$233,000.00	\$0.00
Other	\$571,815.00	\$299,609.00	\$(272,206.00)
Total Direct Charges	\$1,526,311.00	\$1,044,275.00	\$(482,036.00)
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	\$1,526,311.00	\$1,044,275.00	\$(482,036.00)
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$1,526,311.00	\$1,044,275.00	\$(482,036.00)
Total Reimbursements Limit	\$1,526,311.00	\$1,044,275.00	\$(482,036.00)
JUSTIFICATION			
This amendment is to reduce the contract based on inability to spend down all of the funds.			

Financial status reports are due: 01/31/2011, 05/02/2011, 08/01/2011, 09/29/2011

AI-26997

11.C.

Request for 2 new positions & authorize auto allowance in the amount of \$5,000.00

CC REGULAR

Date: 06/14/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Health & Human Services Department
Department: BUDGET & MANAGEMENT
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Health Admin (1100):

1. Approval of the following personnel actions:

Table with 6 columns: Action, Slot No., Position Title, Classification Grade & Step, Grade & Step Salary, Auto Allowance Amount. Rows include Environmental Health Services Division Manager and Public Health Technician II.

- 2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 06/09/11.

Attachments

- Link: fiscal note
Link: job descriptions
Link: PAR's
Link: backup
Link: interdept transfer
Link: Revised salary schedule

Form Routing/Status

Table with 3 columns: Route Seq Inbox, Approved By Date, Status. Rows show routing from Rosalinda Cantu to Rosie Cantu and then to Erika Zamora.

3	Sylvia Solis	Sylvia Solis	06/10/2011 02:02 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Rosie Cantu
Started On: 06/08/2011 09:08 AM

Final Approval Date: 06/10/2011

ENVIRONMENTAL HEALTH SERVICES DIVISION MANAGER

GRADE: 15

GENERAL DESCRIPTION

Under the immediate supervision of the Public Health Chief Administrative Officer, the Division Manager will oversee the day to day management of public health health environmental service to include Sanitarian / Health Inspections, OSSF Septic System Inspections, Vector Control, Zoonosis, Animal Control, and TCEQ coordination within Hidalgo County. The position requires is a clear understanding and knowledge of the local, State, and Federal rules and regulations in the specified fields of supervision

EXAMPLES OF WORK PERFORMED

Assists with development, implementation, and administration of the Environmental Health Programs

Investigates or oversee investigations on various sanitation / public health concerns which may lead to communicable disease or public health risks and educates the public on personal hygiene various sanitation related topics

Must have a clear understanding of rules and regulations as governed by TCEQ and the Texas Water Development Board

Must collaborate with the various County departments and personnel assigned to provide oversight and compliance with the Federal and State required Municipal Storm Water remediation (MS-4) action plan

Performs public education, including radio, television, and newspaper interviews with Health Chief Administrative Officer consent

Conducts school workshops, disseminates information regarding sanitary methods in eating and drinking establishments, rabies control, swimming pool safety, and communicable disease prevention and control Works on specific environmental health studies as assigned

Inspects private and semi-private water and rural sewer system installations and operation

Coordinate soil analyses, water quality, and relate subdivision inspections in coordination with the Planning Department, Fire Marshals, and other related agencies

Inspects unsanitary conditions within the County which may yield various public health threats and implement action to correct and prevent from such threats from occurring. i.e. vector related, zoonosis related illness or concerns

Documents all environmental health complaints. And documents the out comes of stated complaints

Represents the Administration on Environmental Health matters in the absence of the Health Chief Administrative Officer or designee, with proper consent

With adhere to all the state and federal guidelines and required by code

Will be accountable for all supervision and performance of assigned employees

Will be responsible to review all time sheets, leave request and travel claims and/or county vehicle assigned to staff under your direction

Regular attendance is required

All other duties as assigned by the Public Health Chief Administrative Officer and/or designee

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Ten (10) years of experience as a OSSF Health Inspector with Five (5) of those years as a manager in Public Health. Graduation from a standard high school or GED equivalent.

Certifications, Licenses, Registrations

Must have proof of a current valid Texas Motor Vehicle Operator's License to operate county

Must be able to be insured by County Insurance carrier

Must possess Texas DSHS approved OSSF/DR license, Certified in Vector Control and Animal Control

Must be certified and maintain continuing education hours as required by the state certification board

Knowledge, Skills and Abilities

Ability to work well with others in a respectful and professional manner

Ability to demonstrate management skills in supervising various employees of different professions and vocational backgrounds

Ability to communicate effectively orally and in writing complex technical instructions

May be required to work other than normal hours including weekends and holidays

Immunization/TB Screening Requirements

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required

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 near and distant vision, depth perception, color perception, and the ability to adjust focus or be corrected to 20/20.

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 low.

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

PUBLIC HEALTH TECHNICIAN II

GRADE: 11

GENERAL DESCRIPTION

Performs (journey-level) public health work. Develops and performs essential public health educational functions such as communicable disease awareness, obesity / diabetes prevention, education with emphasis on vaccine preventable diseases; and various public health awareness topics. Develops and performs public health educational workshops, health fairs, and overall community public health education focusing on improving Hidalgo County residents' lifestyles and health outlook. Participates in community committees/coalitions as a representative of the HC-HHS, as assigned by the Chief Administrative Officer and or Director of Nurses.

EXAMPLES OF WORK PERFORMED

Develops bilingual educational materials for presentations at appropriate level of use, for wellness & disease prevention.

Conducts wellness education to work sites and schools.

Places special emphasis to County residents on the prevention of smoking, healthy food choices, obesity / diabetes prevention, and education with emphasis on vaccine preventable diseases; and various public health awareness topics

Targets work sites in developing and implementing programs on smoking / tobacco cessation and promoting healthy eating habits, and overall promoting a healthier lifestyle

Responsible for speaking upon request and on a schedule basis, to clinics, community organizations, school districts, work places, and various County based programs

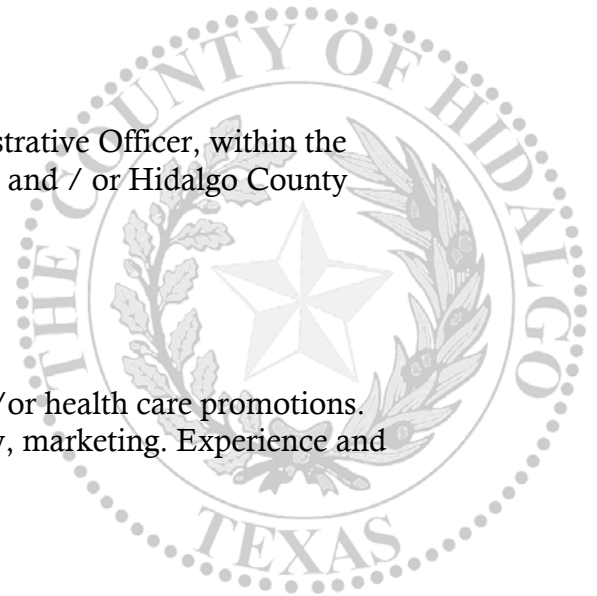
Must have experience in assisting with Emergency Operations and be able to respond with little notice to various emergency operations as requested.

Deployment to such events may require the capacity to stay for several days when indicated

Assist the Hidalgo County Health & Human Service's Divisions', on developing public health educational / promotional materials / events. Under the direction of the Chief Administrative Officer, and / or Director of Nurses

May assign and/or supervise the work of others.

Performs related work as assigned by the Chief Administrative Officer, within the Divisions of Hidalgo County Health & Human Services and / or Hidalgo County



GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in materials development and/or health care promotions. Associates Degree or higher in advertising, photography, marketing. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Computer skills for data entry, word processing, & power point

Ability to communicate effectively orally and in writing

Ability to speak in public to all age groups

Education and experience developing educational health programs

Demonstrate a clear working knowledge of the use of digital cameras / video equipment, and the various editing software required to produce a range of educational materials and special projects as assigned

Ability to work extended hours as assigned

Maybe be required to work other than normal hours including weekends and holidays

CERTIFICATES, LICENSES, REGISTRATIONS

Employee must have proof of a current valid Texas Motor Vehicle Operator's License;

Must be able to be insured by County Insurance carrier.

IMMUNIZATION/TB SCREENING REQUIREMENTS

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TX-DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-001)-ADMINISTRATION

DATE: 05/23/2011

CURRENT POSITION TITLE:

CURRENT SLOT. 0046

REQUESTED POSITION TITLE: **Environmental Health Services Division Manager**

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other

POSITION SALARY REQUEST:

ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE	PROPOSED SALARY
340-001	1		G15, S1 \$54,526.00	\$54,526.00	\$54,526.00

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other Contingency

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

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

This position is essential to oversee the day-to-day management of the public health environmental services which include Sanitarian / Health Inspections, OSSF Septic System Inspections, Vector Control, Zoonosis, Animal Control and TCEQ coordination within Hidalgo County.

This position will require comprehensive knowledge of State and Federal rules and regulations that govern the public health environmental services

areas. This position also assist the Public Health Chief Administrative Officer with the development of various public health strategies and programs with the goal of improving the quality of life for Hidalgo County residents.

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

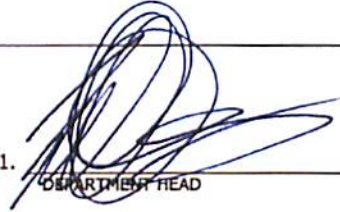

Job Description is attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>05/23/2011</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>06/08/2011</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-001)-ADMINISTRATION

DATE: 06/07/2011

CURRENT POSITION TITLE:

CURRENT SLOT. 0047

REQUESTED POSITION TITLE: ~~PUBLIC HEALTH SPECIALIST & MATERIALS DEVELOPER~~
Public Health Technician II

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other

POSITION SALARY REQUEST:

340-001	1		G12, S1 \$41,120.00-	\$41,120.00	\$41,120.00
			G11, S1 \$40,078	\$ 40,078.00	40,078.00
ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE	PROPOSED SALARY

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other Contingency

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
 Enter hourly rate for temp. positions
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

This position is essential to develop and perform health educational functions in the county community that relate to communicable disease awareness, obesity & diabetes prevention and education with emphasis on vaccine preventable diseases. This position will be responsible to develop and perform public health educational workshops, health fairs and overall community public health education focusing on improving Hidalgo County residents'

lifestyles and health outlook. This position will also be responsible for creating educational, promotional and marketing materials that will be disseminated through various media outlets.

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



Job Description is attached.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	06/07/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	06/08/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

TESTS FOR EXEMPTION OF EMPLOYEE FROM PROVISIONS OF FAIR LABOR STANDARDS ACT

Section 13(a)(1) and Section 13(a)(17) of the FLSA provides an exemption from both minimum wage and overtime pay for certain employees. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements. Please use this form¹ to verify exempt employees' eligibility.

Section One

Employee Name: _____

Date: _____

Position Title: _____

Slot Number: 001-0044

Department: Hidalgo County Health + Human Services Dept.

Department Number: 340

Section Two

To qualify for the FLSA employee exemption under one of the following categories, all of the following tests must be met. Please check the box to confirm the tests are met.

Executive Exemption

- The employee must be compensated on a salary basis at a rate not less than \$455 per week;
- The employee's primary duty must be managing the County or District, or managing a customarily recognized department or subdivision of the County or District;
- The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and
- The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees must be given particular weight.

Administrative Exemption

- The employee must be compensated on a salary or fee basis at a rate not less than \$455 per week;
- The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

Professional Exemption

- The employee must be compensated on a salary or fee basis at a rate not less than \$455 per week;
- The employee's primary duty must be the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment;
- The advanced knowledge must be in a field of science or learning; and
- The advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction.

Computer Employee Exemption

- The employee must be compensated either on a salary or fee basis at a rate not less than \$455 per week or, if compensated on an hourly basis, at a rate not less than \$27.63 an hour;
- The employee must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field performing the duties described below;
- The employee's primary duty must consist of:
 1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
 2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
 3. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
 4. A combination of the aforementioned duties, the performance of which requires the same level of skills.

Section Three

Basis for Exemption (Select One):

- Executive Professional Administrative Computer Does Not Qualify

Department Head Signature

Date

AI-27001

12.A.

Approval of Order restricting the use of certain fireworks and limiting the sale of fireworks in Hidalgo County.

CC REGULAR

Date: 06/14/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Fire Marshal's Office

Information

CAPTION

Approval of Order restricting the use of certain fireworks and limiting the sale of fireworks in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: [resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	06/08/2011 02:41 PM	APRV
2	Roland Garcia	Rolando Garcia	06/10/2011 09:47 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 09:57 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 10:23 AM	APRV
Form Started By: Angela Garcia			Started On: 06/08/2011 09:30 AM	

Final Approval Date: 06/10/2011

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**ORDER RESTRICTING THE USE OF CERTAIN FIREWORKS
AND LIMITING THE SALE OF FIREWORKS IN HIDALGO COUNTY**

WHEREAS, the Texas Forest Service has determined that drought conditions exist in Hidalgo County;
and

WHEREAS, as per Section 352.051 of Texas Government Code, upon a determination that drought conditions exist within all or part of a specified county, the commissioners court of such county by order may prohibit or restrict the sale or use of restricted fireworks in all or a portion of the unincorporated area of the county where drought conditions have been determined to exist; and

WHEREAS, "Restricted fireworks" means only those items classified under 49 C.F.R. § 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins;" and

WHEREAS, on the 14th day of June, 2011, the Commissioners' Court of Hidalgo County, Texas, has determined that the normal danger of fire in unincorporated areas of Hidalgo County is greatly enhanced by the extremely dry conditions now existing; and

NOW, THEREFORE, the Commissioners' Court of Hidalgo County adopts this Order prohibiting the sale or use of restricted fireworks ("skyrockets with sticks" and "missiles with fins") in the unincorporated areas of Hidalgo County, and limiting the sale of fireworks in Hidalgo County to only the period commencing on June 30 and ending on July 4, 2011.

In accordance with Local Government Code § 352.051(i), a violation of this order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 14th day of June, 2011.

Ramon Garcia
County Judge

Joel Quintanilla
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores,
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Attest:

Arturo Guajardo, Jr., County Clerk

**Memorandum of Understanding - American Red Cross
CC REGULAR**

Date: 06/14/2011
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE

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

Similar 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

Attachments

Link: [MOU](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 01:11 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 09:04 AM	APRV
3	Auditor's Office	Arcilia Duran	06/09/2011 10:45 AM	APRV
4	Purchasing Department	Marty Salazar	06/09/2011 02:35 PM	APRV

Form Started By: Erika Reyna
Started On: 06/01/2011 10:37 AM

Final Approval Date: 06/09/2011

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Memorandum of Understanding is made on this the 14th day of June, 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, a not-for-profit corporation chartered by the United States Congress, 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 or 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 Cleanup Kits to assist in home cleanup

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. **Purpose of MOU:** The term "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 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: Hidalgo County 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.

- 8. **Expending Funds:** Each Party which performs services or furnishes aid pursuant to this agreement shall do so with funds available from current revenues of the performing Party.
No Party shall have any liability for the failure to expend funds to provide aid hereunder.

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

**Interlocal between Hidalgo and Cameron Counties for Equipment Sharing
CC REGULAR**

Date: 06/14/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Act Agreement between the County of Hidalgo and the County of Cameron for Equipment /Service Sharing.

BACKGROUND

Equipment/services to be paid from 2009 State Homeland Security Grant (SHSP). The purpose of the grant is to assist local government agencies in the implementation of a regional communication system and provide the ability for local government agencies to communicate with the hearing impaired community. Same agreement to be entered into with Willacy County under this grant.

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1283-429-10-300-027-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Equipment and services funded through 2009 Homeland Security Grant. Items will be listed on a "Property Permanent Loan Form" to Cameron County.

Reference: PO#654543 and Requisition#190835 for various equipment and services being acquired.

Attachments

Link: [Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 01:12 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 11:40 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:16 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 11:51 AM	APRV

Form Started By: Erika Reyna

Started On: 06/01/2011 11:12 AM

Final Approval Date: 06/10/2011

STATE OF TEXAS

Contract No. 2011C05162

§

COUNTY OF HIDALGO

§

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND THE COUNTY OF CAMERON FOR EQUIPMENT/SERVICE SHARING**

This AGREEMENT is made and entered into by and between the **County of Hidalgo**, a political subdivision of the State of Texas and **County of Cameron** ("Participant") pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, The Lower Rio Grande Valley Development Council ("LRGVDC"), is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security ("DHS") via the State of Texas Department of Emergency Management ("TDEM"), and Hidalgo, Cameron and Willacy counties and the cities within each respective county are members of the LRGVDC; and

WHEREAS, the County of Hidalgo, who submitted a grant application on behalf of the County of Hidalgo, Cameron County and Willacy County Divisions of Emergency Management, was awarded a grant hereinafter referred to as the 2009 SHSP Grant or the "Grant", in the amount of One Hundred Twenty Five Thousand Five Hundred Five and 90/100ths (\$125,505.90) from DHS, TDEM and as administered via the LRGVDC, of which certain funds are intended to be used for a regional communication system;

WHEREAS, The Homeland Security Advisory Committee ("HSAC"), is a subcommittee of the LRGVDC and is responsible for identifying areas of weakness as it pertains to local homeland security issues and finding solutions to address those weaknesses. HSAC membership, composed of executive-level agency appointed heads recommend solutions to the LRGVDC Executive Committee and has agreed that all projects that are to be funded with DHS funding must be regional in nature;

WHEREAS, the purpose of the Grant awarded is to assist local government agencies in the implementation of a regional communication system, allowing for alternative methods of communication for first responders;

WHEREAS, the Grant will also provide the ability for local government agencies to communicate with the hearing impaired community;

WHEREAS, the Grant requires County of Hidalgo, as the Grant recipient, to procure the equipment and services and subsequently share the equipment and services with other

local government agencies, as needed, and as per terms and conditions more fully described in Exhibit "A" attached hereto and titled, Governor's Division of Emergency Management 2009 Terms and Conditions (Homeland Security Grant Program "HSGP");

WHEREAS, the County of Hidalgo and Participant desire to carry out DHS eligible activities and share equipment pursuant to the Grant as described in the attached Exhibit "B"

WHEREAS, the equipment and services will be purchased by County of Hidalgo using the County's established and approved purchasing policies and delivered to Hidalgo County. The equipment will be subsequently distributed to the participating agencies (County of Hidalgo, Cameron County and Willacy County hereinafter referred to as "Parties" to this Agreement), which will be responsible for the security of the equipment and its maintenance while in the possession of each respective party for the term of the Grant;

WHEREAS, the equipment will remain the property of County of Hidalgo and in County of Hidalgo's inventory records until April 15, 2012, at which time the Grant will end;

WHEREAS, the Parties desire to combine resources for the purpose of enhancing communications between emergency management entities to better respond to the needs of all residents, especially those who are hearing impaired; and

WHEREAS, the County of Hidalgo intends to transfer certain equipment and share certain services with the parties as described in Exhibit "B" as a permanent loan and pursuant to the TDEM guidelines.

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

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapter 791 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any and all of the Parties.
2. **Scope of Agreement.** The Parties agree that Regional Video Interpretation Services Equipment described in Exhibit "B" will be made readily available, region-wide, for the purpose of communicating between emergency management agencies if requested.

Hidalgo County will retain ownership of the Equipment listed in Exhibit "B" until April 15, 2012, at which time, through the Hidalgo County Permanent Loan, the Parties, will obtain ownership of the Equipment.

3. **Records and Reports.** All Parties agree to provide and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds,

including but not limited to an annual accounting of the Equipment to Hidalgo County for the purposes of Grant reporting through April 15, 2012. Hidalgo County agrees it will provide Grant reporting to the Texas Division of Emergency Management/State Administration Agency as required under the Grant. Failure to maintain records and reports may result in forfeiture of the Participant's designated Grant funds.

All Parties agree to submit to County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request and all supporting documentation, including but not limited to general Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs, Copies of Invoices, and other related information whether or not requested by County on a monthly basis, as necessary.

All Parties agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by Hidalgo County.

4. **Suspension and Termination.** Participant understands that this Agreement may be suspended or terminated if it materially fails to comply with the provisions of the Agreement.

If Participant fails to fulfill in a timely and proper manner its obligations under the Agreement, or violates any of the Agreement(s) or stipulations of this Agreement, then the County shall provide Participant written notice of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach by the Participant of this Agreement relate to a violation of federal law or regulation that results in TDEM or DHS demanding reimbursement from County or Participant or its successor, the County will terminate the Agreement and seek reimbursement of all funds from Participant. Participant will not be relieved from liability to the County for damages sustained by the County by virtue of any breach of this Agreement by Participant and County may withhold payments to Participant for violations of state, local or federal regulations. Should the County become aware of any activity by Participant, which would jeopardize the County's position with DHS, TDEM, or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against Participant to prevent the transaction as aforesaid. The failure of the County to exercise and right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and the Participant.

5. **Assets and Services.** Any assets purchased by Hidalgo County with Grant funds shall be procured in the form and manner so required by the County and the applicable laws of the State of Texas (as described in Paragraph 8 below). Any equipment purchased subject to the Grant will remain the property of Hidalgo County and on the County's inventory records until April 15, 2012, at which time the Grant will end.

The County of Hidalgo will transfer equipment and services to the Parties as described in the attached Exhibit "B" subject to the TDEM guidelines and as a permanent loan.

Approved services secured by the County of Hidalgo with Grant funds will be monitored by Hidalgo County, as Grant Administrator, in compliance with the TDEM guidelines and the attached Exhibit "C".

6. **Liability for Disallowed Costs.** The Participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of Participant agreement funds. The Participant further understands and agrees that reimbursement to Hidalgo County of such disallowed costs shall be paid by the Participant from funds that were not provided or otherwise made available to Participant pursuant to this Agreement or any other federal contract.

7. **Indemnity Clause and Insurance Requirements.** To the extent permitted by the Texas Constitution and Texas State law, Participant agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend county against any and all claims brought against County by elected officials, officers, employees, or agents of Participant or brought by any third person arising in any manner directly or indirectly from Participant's programs, activities or events conducted pursuant to this Agreement to the extent authorized under the law.

Participant shall acquire, maintain and furnish to Count a Certificate of Insurance as proof that it has secured and paid for comprehensive general liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet Participant's duty of indemnification under this paragraph.

Each participant further agrees to maintain general liability insurance coverage for any equipment in its possession the subject of a "Property Transfer Record Agreement" as described in the TDEM guidelines attached as Exhibit "C" at any time during the Grant period or after expiration of the Grant period.

with copy to: Hidalgo County
Emergency Management Coordinator
1615 S. Closner, Ste. G
Edinburg, TX 78539

If to Participant: County of Cameron
Attn: Carlos H. Cascos, County Judge
1100 E. Monroe
Brownsville, TX

with copy to: Cameron County
Emergency Management Coordinator
1100 E. Monroe, Ste. B45
Brownsville, TX 78520

Each notice, demand, request or communication which shall be delivered to 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.

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.

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.

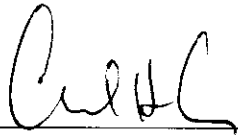
Assignment. This Agreement shall not be assignable by Participant. County may assign this Agreement without the consent of Participant.

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.

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.

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

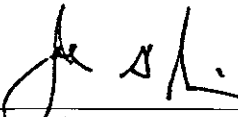
WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____, 2011.



Carlos H. Cascos,
Cameron County Judge

Ramon Garcia,
Hidalgo County Judge

Attest:



Joe Rivera,
Cameron County Clerk



Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:

By: Dylbia Jeffries-Vega
Cameron County Contracts Attorney

By: Josie L. Ramirez
Hidalgo County Assistant District
Attorney - County Affairs

2009 TERMS AND CONDITIONS

Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtm>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. **TDEM's Right to Terminate.** TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. **Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.**

Retention and Accessibility of Records

A. **Retention of Records.** The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. **Access to Records.** The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. **Inclusion in Subcontracts.** The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. **TDEM's Approval of Subcontract and Liability.** The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. **Sub-recipient Liability.** In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. **Applicable Law.** The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. **Signatory Authority.** The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. **Authorized Representative.** The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R., Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. **CIVIL RIGHTS** - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. **HANDICAP AND ARCHITECTURAL BARRIERS** - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29> ;
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT> ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. **ENVIRONMENTAL LAW AND AUTHORITIES** - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. **LABOR STANDARDS** - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A> ;
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A> ;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN>

E. **FREEDOM OF INFORMATION ACT** - (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
[http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%20)

F. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970** - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A>

G. **FAITH-BASED ACTIVITIES** - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS)** - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A - 133; 44 C.F.R. 13.26)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT> ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV> ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&tj=1&pt=1&ch=5&r=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&tj=1&pt=1&ch=5&r=141)

Sub-recipients must also comply with 44, C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html ;
with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION - TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&tj=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&tj=1&pt=5)

M. PUBLICATIONS - 44 C.F.R., Section 13.34
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."



PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
2009 SHSP		(1) Computer w/ Camera- Tandberg Edge 95 MXP w/ Tandberg Precision HD Camera, NPP and MS			
2009 SHSP		(1 of 3) Camera, Mic, Screen and Remote- Tandberg 1000 MXP			
2009 SHSP		2 of 3) Camera, Mic, Screen and Remote- Tandberg 1000 MXP			
2009 SHSP		(3 of 3) Camera, Mic, Screen and Remote- Tandberg 1000 MXP			
2009 SHSP		(1 of 3) Carry Case- Tandberg 1000 MXP Suitcase			
2009 SHSP		(2 of 3) Carry Case- Tandberg 1000 MXP Suitcase			
2009 SHSP		(3 of 3) Carry Case- Tandberg 1000 MXP Suitcase			
2009 SHSP		(1 of 3) Aircard- Sierra U250 3G/4G USB Aircard			
2009 SHSP		(2 of 3) Aircard- Sierra U250 3G/4G USB Aircard			
2009 SHSP		(3 of 3) Aircard- Sierra U250 3G/4G USB Aircard			
2009 SHSP		(1 of 3) Router- Cradlepoint MBR1200 Router			
2009 SHSP		(2 of 3) Router- Cradlepoint MBR1200 Router			

The original subrecipient maintains financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the original subrecipient's responsibility to complete the paperwork for the permanent loan and to follow the grant's disposal procedures. Receiving agencies acknowledge compliance with Texas Governor's Division of Emergency Management and Department of Homeland Security grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the responsibility of the subrecipient of grant funds to ensure the receiving agency has met those eligibility requirements before loan of equipment.

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

EXHIBIT B



PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
2009 SHSP		(3 of 3) Router- Cradlepoint MBR1200 Router			

The original subrecipient maintains financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the original subrecipient's responsibility to complete the paperwork for the permanent loan and to follow the grant's disposal procedures. Receiving agencies acknowledge compliance with Texas Governor's Division of Emergency Management and Department of Homeland Security grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the responsibility of the subrecipient of grant funds to ensure the receiving agency has met those eligibility requirements before loan of equipment.

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

Exhibit C

Grant Administration

Grant Administrator

A designated representative(s) of Hidalgo County shall act as grant administrator until the grant expiration date of April 15, 2012.

Duties of the grant administrator shall include: 1) ensuring that equipment and services are used only for the purposes as stated within the grant, 2) acting as a liaison between Hidalgo County and the grant partners for marketing/advertising purposes, 3) communicating with grant vendors; and 4) monitoring and regulating services, such as the pool of interpretation minutes and Pre-Recorded Videos, procured by the tri-county region with grant funds.

Equipment/Service Sharing

Video Remote Interpretation Equipment and service will be divided among the participants based on population size (as determined by the U.S. Census Bureau, 2009).

County	Population	% of Total Pop	Allocated Minutes	VRI Units
Hidalgo	793,137	64.3 %	7,722	4
Cameron	417,404	33.9 %	4,063	3
Willacy	22,035	1.8 %	215	1

All minutes are pooled and can be shared by the 8 registered units during the term of the program. Minutes used will be tracked by unit and monthly reports will be issued to the grant administrator. Upon written request to the grant administrator, participants may request additional minutes from within the pool (if available) to account for daily use (see definition below) or for local or declared emergencies. The number of minutes within the pool (12,000) may not be exceeded. Any minutes used over the base plan will be billed at \$3.00 per minute. Billing for minutes over plan will be sent to the grant administrator for payment resolution at the county level. As per Interlocal Section 6, the "participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of participant agreement funds. The participant further understands and agrees that reimbursement to Hidalgo County for such disallowed costs shall be paid by the Participant."

The grant administrator will authorize all pre-recorded videos and coordinate support for one combined town hall meeting for tri-county promotion of the services.

Acceptable Uses of Equipment and Services

- Emergency Support for local or state- or federally-declared disasters
 - Sheltering
 - Public Information Dissemination
 - Preparedness Efforts
 - Recovery Efforts

- Daily County Government Use
 - Each county shall determine how best to utilize its units and allocated minutes to enhance accessibility to county government for the deaf and hard of hearing
 - Counties may choose to make their units mobile or stationary (assigned to a particular department or available to all who ask the designated county representative)
 - Examples of use include: County Clerk's Office, Tax Office, Health Departments, or use during presentations, public meetings or special events
 - Court certified interpreting is NOT available under this program

Unauthorized use will result in the termination of participation in the program, as stated in Interlocal Section 4.

**TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL**

GENERAL LIABILITY COVERAGE DOCUMENT

DECLARATIONS

These Declarations form part of the General Liability Coverage Document between the Texas Association of Counties' Risk Management Pool and the Named Member shown in Item B, below.

Item A. COVERAGE DOCUMENT NO.: GL 0310 2010 07 01

Item B. NAMED MEMBER AND ADDRESS: Cameron County
1100 E Monroe St
Brownsville, TX 78520-5883

Item C. COVERAGE PERIOD: From July 01, 2010 to July 01, 2011
*Dates under this item are 12:01 AM United States Central Time

Item D. LIMITS OF LIABILITY:

Bodily Injury Liability:	
Each Person:	\$100,000
Each Occurrence:	\$300,000
Property Damage Liability	
Each Occurrence:	\$100,000
Damage to Premises Rented to the Named Member	\$ 50,000
Personal and Advertising Injury Liability	
Per Person	\$100,000
Per Offense/Aggregate	\$300,000
Employee Benefits Liability	\$100,000
Medical Payment Per Person	\$ 1,000

Item E. DEDUCTIBLE: \$5,000

Item F. TOTAL ANNUAL CONTRIBUTION: \$185,134

Item G. NOTICE OF ACCIDENT:

Notice of an accident or claim (including service of process) is to be delivered immediately to the Pool via the Texas Association of Counties Claim Department at:

Texas Association of Counties
Attn: Claims Department
P.O. Box 2131
Austin, Texas 78768
Fax (512) 478-1426

(Immediately, in addition to any fax transmission, transmit the notice of claim and related documents by U.S. Mail or other delivery service to the above address.)

Item H. NAMED MEMBER'S DESIGNATED Risk Management Pool Coordinator: Ms. Martha Galarza

Item I. FORMS AND ENDORSEMENTS

The forms and endorsements comprising this General Liability Coverage Document at issuance are:
TAC/GL (01/08); GL/EBL (01/08); GL/NUCL (01/08); TAC-GL/DED (01/08)

This Agreement is issued by  authorized representative of the Pool on July 19, 2010 at Austin, Texas.

TAC-GL/DEC (01/08)
Board Approved 08/29/07

**Interlocal between Hidalgo and Willacy Counties for Equipment Sharing
CC REGULAR**

Date: 06/14/2011
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Act Agreement between the County of Hidalgo and the County of Willacy for Equipment/Service Sharing.

BACKGROUND

Equipment/services to be paid from 2009 State Homeland Security Grant (SHSP). The purpose of the grant is to assist local government agencies in the implementation of a regional communication system and provide the ability for local government agencies to communicate with the hearing impaired community. Same agreement to be entered into with Cameron County under this grant.

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1283-429-10-300-027-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Equipment and services funded through 2009 Homeland Security grant. Items will be listed on a "Property Permanent Loan Form" to Willacy County.

Reference PO#654543 and Requisition#190835 for equipment and services being acquired.

Attachments

Link: [Interlocal](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	06/01/2011 01:13 PM	APRV
2		Roland Garcia	Rolando Garcia	06/09/2011 11:43 AM	APRV
3		Auditor's Office	Arcilia Duran	06/10/2011 11:16 AM	APRV
4		Purchasing Department	Marty Salazar	06/10/2011 11:52 AM	APRV

Form Started By: Erika Reyna Started On: 06/01/2011 11:24 AM

Final Approval Date: 06/10/2011

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND THE COUNTY OF WILLACY FOR EQUIPMENT/SERVICE SHARING**

This AGREEMENT is made and entered into by and between the **County of Hidalgo**, a political subdivision of the State of Texas and the **County of Willacy** ("Participant") pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, The Lower Rio Grande Valley Development Council ("LRGVDC"), is designated as the local regional agency responsible for the disbursement of grant funds from the U.S. Department of Homeland Security ("DHS") via the State of Texas Department of Emergency Management ("TDEM"), and Hidalgo, Cameron and Willacy counties and the cities within each respective county are members of the LRGVDC; and

WHEREAS, the County of Hidalgo, who submitted a grant application on behalf of the County of Hidalgo, Cameron County and Willacy County Divisions of Emergency Management, was awarded a grant hereinafter referred to as the 2009 SHSP Grant or the "Grant", in the amount of One Hundred Twenty Five Thousand Five Hundred Five and 90/100ths (\$125,505.90) from DHS, TDEM and as administered via the LRGVDC, of which certain funds are intended to be used for a regional communication system;

WHEREAS, The Homeland Security Advisory Committee ("HSAC"), is a subcommittee of the LRGVDC and is responsible for identifying areas of weakness as it pertains to local homeland security issues and finding solutions to address those weaknesses. HSAC membership, composed of executive-level agency appointed heads recommend solutions to the LRGVDC Executive Committee and has agreed that all projects that are to be funded with DHS funding must be regional in nature;

WHEREAS, the purpose of the Grant awarded is to assist local government agencies in the implementation of a regional communication system, allowing for alternative methods of communication for first responders;

WHEREAS, the Grant will also provide the ability for local government agencies to communicate with the hearing impaired community;

WHEREAS, the Grant requires County of Hidalgo, as the Grant recipient, to procure the equipment and services and subsequently share the equipment and services with other

local government agencies, as needed, and as per terms and conditions more fully described in Exhibit "A" attached hereto and titled, Governor's Division of Emergency Management 2009 Terms and Conditions (Homeland Security Grant Program "HSGP");

WHEREAS, the County of Hidalgo and Participant desire to carry out DHS eligible activities and share equipment pursuant to the Grant as described in the attached Exhibit "B"

WHEREAS, the equipment and services will be purchased by County of Hidalgo using the County's established and approved purchasing policies and delivered to Hidalgo County. The equipment will be subsequently distributed to the participating agencies (County of Hidalgo, Cameron County and Willacy County hereinafter referred to as "Parties" to this Agreement), which will be responsible for the security of the equipment and its maintenance while in the possession of each respective party for the term of the Grant;

WHEREAS, the equipment will remain the property of County of Hidalgo and in County of Hidalgo's inventory records until April 15, 2012, at which time the Grant will end;

WHEREAS, the Parties desire to combine resources for the purpose of enhancing communications between emergency management entities to better respond to the needs of all residents, especially those who are hearing impaired; and

WHEREAS, the County of Hidalgo intends to transfer certain equipment and share certain services with the parties as described in Exhibit "B" as a permanent loan and pursuant to the TDEM guidelines.

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

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapter 791 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any and all of the Parties.
2. **Scope of Agreement.** The Parties agree that Regional Video Interpretation Services Equipment described in Exhibit "B" will be made readily available, region-wide, for the purpose of communicating between emergency management agencies of requested.

Hidalgo County will retain ownership of the Equipment listed in Exhibit "B" until April 15, 2012, at which time, through the Hidalgo County Permanent Loan, the Parties, will obtain ownership of the Equipment.

3. **Records and Reports.** All Parties agree to provide and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds,

including but not limited to an annual accounting of the Equipment to Hidalgo County for the purposes of Grant reporting through April 15, 2012. Hidalgo County agrees it will provide Grant reporting to the Texas Division of Emergency Management/State Administration Agency as required under the Grant. Failure to maintain records and reports may result in forfeiture of the Participant's designated Grant funds.

All Parties agree to submit to County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request and all supporting documentation, including but not limited to general Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs, Copies of Invoices, and other related information whether or not requested by County on a monthly basis, as necessary.

All Parties agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by Hidalgo County.

4. **Suspension and Termination.** Participant understands that this Agreement may be suspended or terminated if it materially fails to comply with the provisions of the Agreement.

If Participant fails to fulfill in a timely and proper manner its obligations under the Agreement, or violates any of the Agreement(s) or stipulations of this Agreement, then the County shall provide Participant written notice of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach by the Participant of this Agreement relate to a violation of federal law or regulation that results in TDEM or DHS demanding reimbursement from County or Participant or its successor, the County will terminate the Agreement and seek reimbursement of all funds from Participant. Participant will not be relieved from liability to the County for damages sustained by the County by virtue of any breach of this Agreement by Participant and County may withhold payments to Participant for violations of state, local or federal regulations. Should the County become aware of any activity by Participant, which would jeopardize the County's position with DHS, TDEM, or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against Participant to prevent the transaction as aforesaid. The failure of the County to exercise its right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and the Participant.

5. **Assets and Services.** Any assets purchased by Hidalgo County with Grant funds shall be procured in the form and manner so required by the County and the applicable laws of the State of Texas (as described in Paragraph 8 below). Any equipment purchased subject to the Grant will remain the property of Hidalgo County and on the County's inventory records until April 15, 2012, at which time the Grant will end.

The County of Hidalgo will transfer equipment and services to the Parties as described in the attached Exhibit "B" subject to the TDEM guidelines and as a permanent loan.

Approved services secured by the County of Hidalgo with Grant funds will be monitored by Hidalgo County, as Grant Administrator, in compliance with the TDEM guidelines and the attached Exhibit "C".

6. **Liability for Disallowed Costs.** The Participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of Participant agreement funds. The Participant further understands and agrees that reimbursement to Hidalgo County of such disallowed costs shall be paid by the Participant from funds that were not provided or otherwise made available to Participant pursuant to this Agreement or any other federal contract.

7. Indemnity Clause and Insurance Requirements. To the extent permitted by the Texas Constitution and Texas State law, Participant agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend county against any and all claims brought against County by elected officials, officers, employees, or agents of Participant or brought by any third person arising in any manner directly or indirectly from Participant's programs, activities or events conducted pursuant to this Agreement to the extent authorized under the law.

Participant shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet Participant's duty of indemnification under this paragraph.

Each participant further agrees to maintain liability insurance coverage for any equipment in its possession or while on "permanent loan" as described in the TDEM guidelines attached as Exhibit "B" at any time during the Grant period or after expiration of the Grant period.

8. **Procurement.** The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

9. **MISCELLANEOUS PROVISIONS.**

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 conflicts exists.

No Waiver. No waiver by Hidalgo 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.

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 Hidalgo County and Participant, and not otherwise.

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.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attn: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, TX 78539
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with copy to: Hidalgo County
Emergency Management
1615 S. Closner, Ste. G
Edinburg, TX 78539

If to Participant: County of Willacy
Attn: John F. Gonzales, Jr.
576 W. Main
Raymondville, TX 78580

with copy to: Willacy County
Emergency Management
693 S. 7th Street
Raymondville, TX 78580

Each notice, demand, request or communication which shall be delivered to 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.

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.

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.

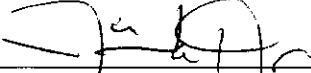
Assignment. This Agreement shall not be assignable by Participant. County may assign this Agreement without the consent of Participant.

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.

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.

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

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____, 2011.



John F. Gonzales, Jr.
Willacy County Judge

Ramon Garcia
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:

By: Josie L. Ramirez
Assistant District Attorney – County Affairs

2009 TERMS AND CONDITIONS Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtm>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. **Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".**

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. **TDEM's Right to Terminate.** TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.oip.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 20 C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 20 C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. **CIVIL RIGHTS** - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3+++%28civil%20r>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. **HANDICAP AND ARCHITECTURAL BARRIERS** - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0+++%28Handicap%29;>
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT;>

The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. **ENVIRONMENTAL LAW AND AUTHORITIES** - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.

http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. **LABOR STANDARDS** - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1+++%28%29%20%20A;>

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1+++%28%29%20%20A;>

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0+++%28%29%20%20AN>

E. **FREEDOM OF INFORMATION ACT** - (5 U.S.C. 552); (44 C.F.R. 5.1)

http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm;

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0+++%28information%29>

F. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970** - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1+++%28%29%20%20A>

G. **FAITH-BASED ACTIVITIES** - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS)** - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A - 133; 44 C.F.R. 13.26)
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT>;
http://www.dhs.gov/xopnbiz/grants/qc_1162481125903.shtm

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=1&app=9&p_dir=N&p_rloc=111847&p_floc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=1&app=9&p_dir=N&p_rloc=111847&p_floc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** - TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** - 44 C.F.R., Section 13.34
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."



PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
2009 SHSP		(1) Computer w/ Camera- Tandberg Edge 95 MXP w/ Tandberg Precision HD Camera, NPP and MS			Willacy County
2009 SHSP		(1) Camera, Mic, Screen and Remote- Tandberg 1000 MXP			
2009 SHSP		(1) Carry Case- Tandberg 1000 MXP Suitcase			
2009 SHSP		(1) Aircard- Sierra U250 3G/4G USB Aircard			
2009 SHSP		(1) Router- Cradlepoint MBR1200 Router			
2009 SHSP					
2009 SHSP					
2009 SHSP					
2009 SHSP					
2009 SHSP					
2009 SHSP					
2009 SHSP					
2009 SHSP					

The original subrecipient maintains financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the original subrecipient's responsibility to complete the paperwork for the permanent loan and to follow the grant's disposal procedures. Receiving agencies acknowledge compliance with Texas Governor's Division of Emergency Management and Department of Homeland Security grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the responsibility of the subrecipient of grant funds to ensure the receiving agency has met those eligibility requirements before loan of equipment.

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

Exhibit C

Grant Administration

Grant Administrator

A designated representative(s) of Hidalgo County shall act as grant administrator until the grant expiration date of April 15, 2012.

Duties of the grant administrator shall include: 1) ensuring that equipment and services are used only for the purposes as stated within the grant, 2) acting as a liaison between Hidalgo County and the grant partners for marketing/advertising purposes, 3) communicating with grant vendors; and 4) monitoring and regulating services, such as the pool of interpretation minutes and Pre-Recorded Videos, procured by the tri-county region with grant funds.

Equipment/Service Sharing

Video Remote Interpretation Equipment and service will be divided among the participants based on population size (as determined by the U.S. Census Bureau, 2009).

County	Population	% of Total Pop	Allocated Minutes	VRI Units
Hidalgo	793,137	64.3 %	7,722	4
Cameron	417,404	33.9 %	4,063	3
Willacy	22,035	1.8 %	215	1

All minutes are pooled and can be shared by the 8 registered units during the term of the program. Minutes used will be tracked by unit and monthly reports will be issued to the grant administrator. Upon written request to the grant administrator, participants may request additional minutes from within the pool (if available) to account for daily use (see definition below) or for local or declared emergencies. The number of minutes within the pool (12,000) may not be exceeded. Any minutes used over the base plan will be billed at \$3.00 per minute. Billing for minutes over plan will be sent to the grant administrator for payment resolution at the county level. As per Interlocal Section 6, the "participant understands and agrees that it shall be liable to Hidalgo County for any costs disallowed pursuant to financial and compliance audit(s) of participant agreement funds. The participant further understands and agrees that reimbursement to Hidalgo County for such disallowed costs shall be paid by the Participant."

The grant administrator will authorize all pre-recorded videos and coordinate support for one combined town hall meeting for tri-county promotion of the services.

Acceptable Uses of Equipment and Services

- Emergency Support for local or state- or federally-declared disasters
 - Sheltering
 - Public Information Dissemination
 - Preparedness Efforts
 - Recovery Efforts

- Daily County Government Use
 - Each county shall determine how best to utilize its units and allocated minutes to enhance accessibility to county government for the deaf and hard of hearing
 - Counties may choose to make their units mobile or stationary (assigned to a particular department or available to all who ask the designated county representative)
 - Examples of use include: County Clerk's Office, Tax Office, Health Departments, or use during presentations, public meetings or special events
 - Court certified interpreting is NOT available under this program

Unauthorized use will result in the termination of participation in the program, as stated in Interlocal Section 4.

RISK MANAGEMENT POOL

CERTIFICATE OF GENERAL LIABILITY COVERAGE

The Texas Association of Counties Risk Management Pool) is created by Chapter 119 of the Local Government Code to enable each county to provide self insurance coverage against liability claims. The specified county participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Willacy County
546 West Hidalgo
Raymondville, TX 78580

Coverage Agreement No.: GL 2450 2010 10 02

Coverage Period: 10/2/2010 to 10/2/2011

GENERAL LIABILITY

Limits of Liability:

Bodily Injury

\$100,000 per person

\$300,000 per occurrence

Property Damage

\$100,000 per occurrence

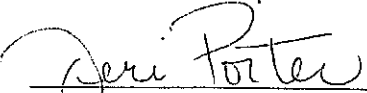
Deductible: \$0

With respect to the following property:
property located in Sheriff's Dept.
1371 Industrial Dr.
Raymondville, TX

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 Pool. The certificate does verify that coverage has been placed in force for the period indicated above. 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 coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Certificate Holder

Lower Rio Grande Valley Development Council
Attn: Juan Gomez fax 956 628 3295
510 S. Pleasant View Dr.
Weslaco, TX 78596


Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Wednesday, September 29, 2010

AI-27020

14.A.

**Wireless Device Request
CC REGULAR**

Date: 06/14/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Emergency Services:
Authorization to purchase wireless devices and service through the County's membership/participation (CONTRACT: DIR-SDD-611, REQUISITION # 190835) with awarded vendor SPRINT for the following:

Qty:	Description:	Department:	User:	Service Total:	One Time Equipment Cost:
4	Sprint Unl. 3G/4G Connection Card Plan	Hidalgo County	Office Use	\$42.99 X 4 = \$171.96 X 10mos = \$1,719.60	
4	Cradlepoint MBR1200 Router	Hidalgo County	Office Use		\$249.99 X 4 = \$999.96
3	Sprint Unl. 3G/4G Connection Card Plan	Cameron County	Office Use	\$42.99 X 3 = \$128.97 X 10mos = \$1,289.70	
3	Cradlepoint MBR1200 Router	Cameron County	Office Use		\$249.99 X 3 = \$749.97
1	Sprint Unl. 3G/4G Connection Card Plan	Willacy County	Office Use	\$42.99 X 10mos = \$429.90	
1	Cradlepoint MBR1200 Router	Willacy County	Office Use		\$249.99

BACKGROUND

AI-26904
Interlocal between Hidalgo, Willacy and Cameron Counties for Equipment Sharing

Fiscal Impact

FISCAL YEAR: 7
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 1-1283-429-10-300-027-2-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#190835 has \$5,439.12 available for equipment and services.

Attachments

Link: [Quote](#)
Link: [Requisition 190835](#)
Link: [Request Form](#)

Form Routing/Status

Route Seq Inbox Approved By Date Status

1	Budget & Management	Erika Zamora	06/08/2011 04:38 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 01:52 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:22 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 11:59 AM	APRV

Form Started By: Griselda Salazar

Started On: 06/08/2011 03:06
PM

Final Approval Date: 06/10/2011

Sprint Together with Nextel

CDMA Quotation - Estimated Cost

Customer Information

Customer Name: Hidalgo County Emergency Management
 Financial Contact Name: Monica Hinojosa
 Address: 1615 N Closner Suite G
 City: Edinburg
 State: Texas
 Zip: 78539
 Financial Contact Phone: (956) 393-6024
 Email Address: monica.hinojosa@co.hidalgo.tx.us
 Acct # (if applicable): [BAN 482298699](tel:482298699)

Sales Representative Information

Name & Title: [Michael Salyers Public Sector Account Executive](mailto:Michael.Salyers.Public.Sector.Account.Executive)
 Phone: (956) 451-8549
 Email Address: michael.salyers@sprint.com

EFT/Contract Information

United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
 Financial Institution: Judy Sweeze - 816-860-3821
 ACH Coordinator: Sprint PCS
 Routing Transit Number: 9870994712
 Depositor Account Number: P.O. Box 219554, Kansas City, MO 64121
 Depositor Account Title: 12524 Sunrise Valley Drive, Reston, VA 20196
 Remit To Address: DIR-SDD-611
 Vendor PO Address: Cage Code:
 Contract Vehicle & Number: DUNS #:
 Doing Business As: Sprint
 Tax ID #:

Quote Date: 8-Jun-11
Expiration Date: 8-Jul-11
Contract Vehicle being utilized: DIR-SDD-611

Control # : 110608MLS
 (YMMDDConsecutive#Initials)

Equipment - One Time Charge (Hidalgo County)

Qty.	Model	Suggested Retail Price	\$150 credit	Additional Promo	Unit Item Price	Extended Item Price
4	Sierra U250 3G/4G Air Card or 598U 3G only Air Card	\$0.00	\$0.00		\$0.00	\$0.00
4	Cradelpoint MBR1200 Router	\$349.99		\$400.00	\$249.99	\$999.96
<i>Total</i>						\$999.96

Rate Plans; (Hidalgo County)

Qty.	Rate Plan	MRC	Extended Monthly Price
4	Sprint Unlimited 3G/4G Connection Card Plan	\$42.99	\$171.96

Subtotal Monthly Recurring Charges \$171.96
TOTAL MONTHLY RECURRING CHARGES \$171.96
 Enter number of months in contract 10
Total Services Charge for Term \$1,719.60

This is not a bill or an invoice

This is not a bill or an invoice

Equipment Charges - One Time (Cameron County)						
Qty.	Model	Suggested Retail Price	\$150 credit	Additional Promo	Unit Item Price	Extended Item Price
3	Sierra U250 3G/4G Air Card or 598U 3G only Air Card	\$0.00	\$0.00		\$0.00	\$0.00
3	Cradelpoint MBR1200 Router	\$349.99		\$300.00	\$249.99	\$749.97
Total						\$749.97

Rate Plans; (Cameron County)						
Qty.	Rate Plan	MRC	Extended Monthly Price			
3	Sprint Unlimited 3G/4G Connection Card Plan	\$42.99	\$128.97			
Subtotal Monthly Recurring Charges			\$128.97			
TOTAL MONTHLY RECURRING CHARGES			\$128.97			
Enter number of months in contract			10			
Total Services Charge for Term			\$1,289.70			

This is not a bill or an invoice

Equipment Charges - One Time (Willacy County)						
Qty.	Model	Suggested Retail Price	\$150 credit	Additional Promo	Unit Item Price	Extended Item Price
1	Sierra U250 3G/4G Air Card or 598U 3G only Air Card	\$0.00	\$0.00		\$0.00	\$0.00
1	Cradelpoint MBR1200 Router	\$349.99		\$100.00	\$249.99	\$249.99
Total						\$249.99

Rate Plans; (Willacy County)						
Qty.	Rate Plan	MRC	Extended Monthly Price			
1	Sprint Unlimited 3G/4G Connection Card Plan	\$42.99	\$42.99			
Subtotal Monthly Recurring Charges			\$42.99			
TOTAL MONTHLY RECURRING CHARGES			\$42.99			
Enter number of months in contract			10			
Total Services Charge for Term			\$429.90			

This is not a bill or an invoice



This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Requisition

Req # 00190835

PO #

Date: 02/28/11

Bill To: x
x

Vendor: 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

Contact: M. HINOJOSA
956-318-2615

Contract No: DIR-SDD-611

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-611 DO NOT DUPLICATE ORDER		
10.00	MONTH	CO HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO HIDALGO COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO CAMERON COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO CAMERON COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO CAMERON COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
10.00	MONTH	CO WILLACY COUNTY-SPRINT UNLIMITED 3G/4G CONNECTION CARD PLAN JUNE 2011-MAR 2012	42.99	429.90
4.00	EACH	CO HIDALGO COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	999.96
3.00	EACH	CO CAMERON COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	749.97
1.00	EACH	CO WILLACY COUNTY-CRADLEPOINT MBR1200 ROUTER	249.99	249.99
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1283-429-10-300-027-2-532	3,439.20	
		1-1283-429-10-300-027-2-601	1,999.92	
			Freight	.00
			Total	5,439.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



WIRELESS DEVICE REQUEST FORM W.2011.2

County Owned Wireless Device: <input checked="" type="checkbox"/> Office Use or <input type="checkbox"/> Individual <input type="checkbox"/> Name Change <input type="checkbox"/> Equipment Change <input type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	TYPE OF REQUEST Wireless Data Device: <input checked="" type="checkbox"/> Data Card → no cost <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: Routers (Equipment)	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo
---	---	---

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# _____ Signature: _____
Emergency Management Dept#: 110

Quantity: 8
 Service: \$ 343.92 /mo (x) 10 months = 3439.20 Account: 1-1283-429-10-300-027-2-532
 Service: \$ 8 /mo (x) 249.99 months = 1,999.92 Account: 1-1283-429-10-300-027-2-601
 Requisition Total: 5,439.12 Requisition Number: 190835

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____
 Department: _____ Dept#: _____

Quantity: _____
 Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -532
 Total: _____

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

Ramon Garcia Signature Ramon Garcia Print Name 06-07-11 Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Sprint Unl. 3G/4G Connection Card Plans +
Cradlepoint HBR1200 Routers

Commissioner's Court Action: _____ Commissioner's Court Date: 6/14/11

Approved Date: _____ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: <http://www.irs.gov/govtfsig/article/0,,id=167154,00.html>. EXAMPLE 2.

AI-27060

15.A.

Authorization for Judge's signature (SF 424 form)

CC REGULAR

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Diana Serna
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization for County Judge to sign revised SF 424 form reflecting the decrease in funding for FY 2011.

BACKGROUND

HUD is requesting the submittal of a revised SF 424 so they can proceed with the review and processing of all required Grant Agreements and submittal of plan for congressional review of our 2011 allocated amounts.

Fiscal Impact

Attachments

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Estella Webber	06/10/2011 03:40 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			
Form Started By: Estella Webber		Started On: 06/10/2011 03:40 PM		



SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 6/10/2011	Applicant Identifier	Type of Submission	
Date Received by state	TX-R-20050331-0004-21	Application	Pre-application
Date Received by HUD	Federal Identifier	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input checked="" type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Hidalgo County		UOG CODE: TX489215 Hidalgo County	
1916 Tesoro Blvd.		Organizational DUNS: 74617804	
		Organizational Unit: Urban County Program	
Pharr	Texas	Department	
78577	U.S.A.	Division	
Employer Identification Number (EIN):		County	
74-6000717		Program Year Start Date: 7-01-2011	
Applicant Type:		Specify Other Type if necessary:	
Local Government: Township		Specify Other Type	
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
Community Development Block Grant		14.218 Entitlement Grant	
CDBG – Community Development Block Grant 2011 Consolidated Plan & Strategy One-Year Action Plan		Description of Areas Affected by CDBG Project(s)	
\$7,639,061.00	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
Home Investment Partnerships Program		14.239 HOME	
HOME – Housing Investment Partnership 2011 Consolidated Plan & Strategy One- Year Action Plan		Description of Areas Affected by HOME Project(s)	
\$2,621,620.00	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			

Housing Opportunities for People with AIDS		14.241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			

Emergency Shelter Grants Program		14.231 ESG	
ESG – Emergency Shelter Grant 2011 Consolidated Plan & Strategy One –Year Action Plan		Description of Areas Affected by ESG Project(s)	
\$370,298	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$370,298		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			

Congressional Districts of: 15		Is application subject to review by state Executive Order 12372 Process? NO	
Applicant Districts	Project Districts		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on Date
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
Diana	R.	Serna
Director	(956) 787-8127 or 292-7000 ext: 2245	(956) 787-5291
diana.serna@ucp.co.hidalgo.tx.us	Grantee Website: co.hidalgo.tx.us	Other Contact : Antonio Barco
Signature of Authorized Representative		Date Signed
Ramon Garcia, Hidalgo County Judge		

**Application revisions - TDRA Disaster Recovery Fund
CC REGULAR**

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Ester Gonzalez
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Hidalgo County Urban County Program is requesting consideration and approval for the following items regarding proposed revisions to Hidalgo County’s Texas Department of Rural Affairs 2008 Disaster Recovery Fund: Hurricanes Ike and Dolly, Non-Housing Activities Application Round 2:

1. Conduct a Public Hearing to advise the public of the proposed application revisions to Hidalgo County’s Round 2 application regarding:

- | |
|--|
| a. removal of project known as “Sebastian Channel”, formally within the application as Project #1: Repair Weirs/Bridges/Sebastian Channel, and remove the amount of \$5,278,578.00 allocated to Willacy County in the Partial Method of Distribution (MOD), and; |
| b. removal of Project #7: Raymondville Drain and the allocated funding amount of \$3,162,500.00. |

2. Request authorization to amend TDRA Round 2 application to include reduction of funding and scope of work for the above reference projects and reflect the amount of \$20,942,306.00 allocated to Hidalgo County under Round 2 Phase 1 LRGVDC Partial MOD Allocations. (please see attached MOD)

BACKGROUND

The Urban County Program has been coordinating with TDRA and S & B Infrastructure in an attempt to make revisions as required for the Round 2 Application. The revisions to the Round 2 application will reflect the State of Texas allocations of \$20,942,306.00 to fund Non-Housing projects to address damages caused by Hurricane Dolly in Hidalgo County in 2008. (Please refer to pg. 8 of allocation summary).

Fiscal Impact

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 09:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/03/2011 09:07 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:37 AM	APRV

4 Purchasing Department Marty Salazar 06/10/2011 11:42 AM APRV

Form Started By: Estella Webber

Started On: 05/31/2011 10:03
AM

Final Approval Date: 06/10/2011

PUBLIC HEARING NOTICE
2008 SUPPLEMENTAL DISASTER
RECOVERY FUND
NON-HOUSING APPLICATION
County of Hidalgo
Urban County Program
Date of Publication: June 9, 2011

In compliance with the Texas Department of Rural Affairs requirements, the Hidalgo County Urban County Program will conduct a Public Hearing to solicit input from interested parties on the Urban County Program's request to revise the proposed projects and amount requested for the 2008 Round Two Disaster Recovery Supplemental Allocations application.

The purpose of the Public Hearing is to advise the public of the proposed application revisions to Hidalgo County's TDRA Round 2 application regarding the following: (1) delete a project known as "Sebastian Channel", formally within the application as Project #: Repair Weirs/Bridges/Sebastian Channel, and remove the amount of \$5,278,578.00 allocated to Willacy County in the Partial MOD and; (2) delete Project #7: Raymondville Drain and the allocated funding amount of \$3,162,500.00. The revisions to the Round 2 application will reflect the State of Texas allocations of approximately \$20,942,306.00 to fund Non-Housing projects to address damages caused by Hurricane Dolly in Hidalgo County in 2008.

The Public Hearing will be held on June 14, 2011 at 9:30 A.M. at the following location:

- Hidalgo County Commissioner's Court Chambers located at 100 E. Cano, Edinburg, TX 78539.

The Urban County Program encourages citizens to attend.

Accommodations for persons with disabilities are available upon request.

For more information, please come by our office or contact Program Coordinator's Carlos Jasso or Ester Gonzalez at (956)787-8127.

Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Aviso Publico
Fondos Suplementales de Recuperacion
Del Desastre del año 2008
Condado De Hidalgo
Urban County Program
Fecha de Publicacion: Junio 9, 2011

En conformidad con los requisitos del Departamento de Tejas de Asuntos Rurales, el Programa Urbano del Condado de Hidalgo realizará una audición pública para solicitar comentarios del público y personas interesadas en los proyectos propuestos para la Segunda Fase de la Recuperación de Desastre de las Asignaciones Suplementarias del año 2008.

El propósito de la Audición Pública es para aconsejar el público de las revisiones propuestas para la aplicación del Condado de Hidalgo debajo de la Segunda Fase de Desastre de la Recuperación del año 2008 con respecto a lo siguiente: (1) eliminar el proyecto conocido como "Canal de Sebastian", formalmente dentro de la aplicación como Proyecto #1 Reparación de Vertederos/Puentes/Canal de Sebastian y eliminar la cantidad \$5,278,578.00 asignada para el condado Willacy en el Método de Distribución y (2) eliminar Proyecto #7 Desaguadero de Raymondville y eliminar la cantidad de \$3,162,500.00. Las revisiones a la aplicación de la Segunda Fase reflejara que el Estado de Tejas tendra una suma de aproximadamente \$20,942,306.00 para financiar proyectos de infraestructura para mejorar los daños causados por el Huracán Dolly en el Condado de Hidalgo en el año 2008.

La Audición Pública se llevara acabo el dia 14 de Junio de 2011 a las 9:30 A.M. en la ubicacion siguiente:

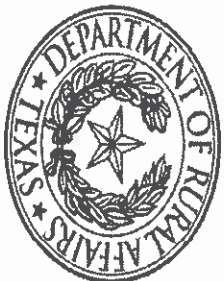
- Corte de Comissionados del Condado de Hidalgo situada en 100 E. Cano, Edinburg, TX 78539.

El Programa Urbano del Condado de Hidalgo sugiere a los ciudadanos que atiendan.

Alojamientos para personas con incapacidades están disponibles sobre una petición.

Para más información por favor venga a nuestra oficina o contacte a Coordinadores de Programa Carlos Jasso o Ester Gonzalez al telefono (956)787-8127.

Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577



GOVERNOR RICK PERRY
Dr. Wallace Klausmann, *Chair*
David Alders, *Vice Chair*
Dr. Mackle Robb, *Secretary*

TDRA GOVERNING BOARD
Agriculture Commissioner Todd Staples
Dora G. Alcala
Woody Anderson
Charles N. Batts
Kerrielle Ferrar
Dr. Charles Graham
Joaquin L. Rodriguez
Patrick Wallace

State of Texas Plan for Disaster Recovery

Council of Governments PARTIAL Method of Distribution for Round Two Disaster Recovery Supplemental Allocation

Summary Information

Contact Information

Council of Governments: Lower Rio Grande Valley Development Council
Principal Contact Name, Title: Kenneth N. Jones, Executive Director
Principal Contact Telephone: (956) 682-3481
Principal Contact Email: knjones@lrgvdc.org
Principal Contact Address: 311 N. 15th Street
City, State, Zip: McAllen, TX 78501

Allocation Summary

	Overall MOD	Eligible for Allocation Under Partial MOD
Regional Allocation for All Activities:	<u>\$185,515,915.</u>	<u>\$61,220,252.</u>
Housing Activities Total:	<u>\$106,925,787.</u>	<u>\$2,238,725.</u>
Non-Housing Activities Total:	<u>\$63,481,528.</u>	<u>\$58,981,527.</u>

Citizen Participation

Below is a description addressing how the Council of Governments complied with the Citizen Participation Plan regarding citizen and non-governmental organization outreach, and any efforts exceeding TDRA minimum public participation requirements:

The LRGVDC has scheduled three Public Hearings, one in each County (Cameron, Hidalgo & Willacy). LRGVDC is promoting written comments for those unable to attend the meetings. Notices for the Public Meetings will be advertised in local newspapers in English and Spanish and notice will also be published in local newspapers that are provided free of cost to the public. LRGVDC will also submit a public service announcement to all local news media. Notices will also be sent to CDBG Directors, housing agencies, housing authorities, emergency management staff, DHHS contacts and many other interested entities.

LRGVDC will also schedule a meeting with housing groups to develop and finalize the draft MOD. All information pertaining to the MOD will be posted on LRGVDC Web site.

Posting and 15-day Public Comment Period Information

Date MOD Posted: **07/30/2010** End Date of Comment Period: **08/20/2010**

Public Hearing Information (Copy and paste this section for additional public hearings)

Date/Time: **08/10/2010** Location: **Willacy County Courthouse, 576 W. Main St., Raymondville, Texas**
10:00a.m. – 12:00 noon

Attendance: **13**

Second Public Hearing Scheduling Information

Date/Time: **08/11/10** Location: **Transit Center, 510 S. Pleasantview Drive, Weslaco, Texas**
2:00 p.m. - 4:00 p.m.

Attendance: **37**

Third Public Hearing Scheduling Information

Date/Time: **08/12/10** Location: **Cameron County Courthouse, Exhibit Room**
5:30 p.m. **1st Floor, 1100 E. Monroe, Brownsville, Texas**

Attendance: **20**

Personal Notice. As required, personal notice was sent to eligible entities at least **five** days in advance of the public hearing using the following method(s) (at least one must be selected):

Method	Date Sent	Documentation
<input checked="" type="checkbox"/> Electronic Mail	07/26/2010	See the attached list of individuals receiving notification in this manner, copy of the email, as well as the copy of the email sent to chance.sparks@tdra.state.tx.us .
<input checked="" type="checkbox"/> Fax	07/26/2010	See the attached list of individuals receiving notification in this manner, copy of the letter sent by fax, and the fax transmission receipts.
<input checked="" type="checkbox"/> Regular Mail	07/26/2010	See the attached list of individuals receiving notification in this manner, copy of the letter mailed.
<input type="checkbox"/> Hand Delivery		See the attached list of individuals receiving notification in this manner, copy of the letter given by hand-delivery, and a signature sheet signed by a representative of the entity that the notice was received.
<input type="checkbox"/> Certified Mail		See the attached list of individuals receiving notification in this manner, copy of the letter, and copies of each of the signed delivery receipts.

Internet Notice. As required, public notice was distributed on the Internet at least **five** days in advance using all of the following methods:

Method	Date Published	Documentation
<input checked="" type="checkbox"/> COG Website	07/27/2010	See attached printed copy of the hearing notice on the website and the link emailed to chance.sparks@tdra.state.tx.us .
<input checked="" type="checkbox"/> Secretary of State Website	08/04/2010	See attached printed copy of the hearing notice on the website and the link emailed to chance.sparks@tdra.state.tx.us .

Published Notice. As required, notice of the public hearing was published in at least one regional newspaper at least three days in advance. Notice of public hearing was published in the following regional newspaper(s):

Newspaper Name	Date Published	Documentation
<input checked="" type="checkbox"/> The Monitor, Valley Morning Star, Raymondville Chronicle, Brownsville Herald	07/28/2010	See attached copy of the hearing notice and a publisher's affidavit.
<input checked="" type="checkbox"/> Town Crier, La Feria News, San Benito News, The Advance News	07/28/2010	See attached copy of the hearing notice and a publisher's affidavit.
<input checked="" type="checkbox"/> El Nuevo Herald Progress Times	07/29/2010 07/30/2010	See attached copy of the hearing notice and a publisher's affidavit.

Citizen Comment Documentation

<input checked="" type="checkbox"/>	The required copy of a sign-in sheet from the public hearing is attached.	
<input checked="" type="checkbox"/>	A summary of the citizen comments and meeting discussion is attached.	
<input checked="" type="checkbox"/>	Describe any efforts to notify and accommodate those with modified communication needs, such as posting information and providing interpretive services for other languages.	Translation services will be available at all three public hearings. Public Service announcements will be submitted to all local media (Spanish & English). Notice will be posted on local newspapers free to the public.

The COG specifically targeted organizations representing protected classes of individuals and interested in fair housing issues to gain additional perspective on fair housing and civil rights issues in the region, and how the people they represent were affected by Hurricanes Dolly and/or Ike. The COG employed approaches beyond simple written notification of public hearings. The methods used to contact, the organizations, and the issues identified by those discussions are discussed below:

In addition to the public hearings, LRGVDC sent public service announcements to all local media on the MOD. LRGVDC Executive Director provided interviews at local radio & TV stations on the issue. LRGVDC Staff also met with sever nonprofit organizations such as Valley Interfaith, Proyecto Azteca, etc to discuss the MOD. LRGVDC also responded to several inquiries from citizens via email and phone on the MOD.

Long-Term Planning and Recovery

The following is an explanation of the region's method of distribution fosters long-term community recovery that is forward-looking and focused on permanent restoration of infrastructure, housing and the local economy.

The Lower Rio Grande Valley Development Council, along with Advisory Committees reviewing all Dolly related issues have determined that addressing the flooding and drainage problems is the over-riding regional priority to better serve all communities within the three County Region. The LRGVDC reviewed the "Cover the Border Hazard Mitigation Plan for Rio Grande Border" (2007-2012) and Drainage Studies provided by Cameron, Hidalgo and Willacy County Drainage Districts. The LRGVDC will be submitting "Project Specific" projects for this region to address these issues. Most of the housing and non-housing damage that occurred during Hurricane Dolly was due to flooding and these projects will address the failure-to-function issues and prevent further flooding in the region.

In an effort to truly achieve a sustainable long-term recovery, LRGVDC will target portions of the housing funds to compliment the regional drainage system. In addition, LRGVDC will pursue, if deemed necessary after further study of housing needs, development of a floodplain hazard area buyout program that incentivizes relocation out of areas at severe risk for a future disaster, provided that the households and employers were affected by Hurricane Dolly. Furthermore, LRGVDC will develop, if deemed necessary after further study of housing needs, individual mitigation measures, such as elevating structures, to make residential properties less prone to damage. These programs including funding levels are further discussed in the housing program design.

Despite efforts to target funding toward creating a resilient built environment, the region still has unmet recovery needs. Many of these needs impact long-term recovery, with region's ambitious goals of reducing the regional impact of flooding so as to avoid repeat damage in future disasters, the region still has unmet recovery needs. As shown with the drainage system, approximately \$50 million is still needed to complete the major drainage needs of the region as a direct result of Hurricane Dolly.

Based on public hearing feedback, the region suspects the nearly \$105 million allocated toward housing will still not be sufficient to address long-term recovery. Buyouts and individual mitigation measures are expensive. In addition, many affordable rental housing providers have indicated desires to relocate and harden facilities, which can be expensive.

The following documents related to civil rights, fair housing and community development activities were reviewed as part of the effort to inform this method of distribution:

- The 2006 TDHCA Community Needs Survey Report**
- The 2008 TDHCA Market Analysis of the McAllen-Edinburg-Mission and the Brownsville-Harlingen MSA**
- The 2006 TDHCA Report on Migrant Labor Housing Facilities in Texas**
- The 2005 TDHCA Report on Housing Needs of Texans with Disabilities**
- The 2009-2014 LRGVDC Regional Strategic Plan**
- The 3-5 Year Rio Grande Valley Strategic Plan (HUD Consolidated Plan of all entitlement jurisdictions)**

A summary of key findings and themes from the civil rights, fair housing and community development activities documents appear below:

The existing Statewide Analysis of Impediments to Fair Housing identifies a number of statewide issues, though they have varying levels of impact on the Lower Rio Grande Valley. Statewide issues include: lack of funding available for affordable housing (particularly below 30% AMI), lack of affordable housing stock to meet growing demand, limited organizational capacity in rural areas, NIMBY-ism when affordable housing projects are proposed, zoning practices that increase construction costs to the point that affordable housing projects are no longer financially feasible, inconsistent building codes between jurisdictions, restricted construction options (optimal value engineering, manufactured housing, etc.), impact fees, overlapping authorities within the construction process, environmental regulations, low rural median incomes, difficulty entitling housing for special needs populations (group homes & institutions), higher insurance rates for less coverage for minority/low-income populations, ignorance of fair housing laws (organizations as well as individuals), lack of universal design in many existing affordable units, large unmet need for multi-bedroom affordable housing for large families, substandard housing for migrant workers and in colonias, and deterioration of and lack of new public housing units.

Local documents indicate some statewide issues are present in the region, while others are not or fail to reach a level to negatively affect fair housing. As expected, there was only limited discussion of infrastructure. However, inadequate drainage infrastructure was cited as a key contributor to creating an unsafe environment for low-income persons, particularly in rural subdivisions and colonias (which are further exacerbated by poor water, sewer and transportation infrastructure). Poor roads, drainage and utilities were also cited as a significant issue in developing and improving housing for migrant workers. Migrant housing was also affected by lack of financial support to develop new or improve existing facilities, substandard construction, lack of appropriate zoning, and NIMBY-ism.

The documents were far more revealing for housing. Low educational attainment and limited job skills were listed as a primary reason for populations to remain in the low income category. A lack of affordable rental housing, particularly multi-bedroom low-income housing for large families is a serious issue in the region. In addition, there is a scarcity of land that could be developed easily for affordable housing (appropriate drainage improvements will help address this scarcity). Rising costs for rehabilitation are a key market issue affecting fair housing, especially the rising cost of materials. Unlike some regions, the Lower Rio Grande Valley does not face many issues related to zoning or building codes excluding protected groups or negatively affecting fair housing. One city was mentioned as having a minimum lot size that could discourage affordable housing. Most of the cities and counties have similar building codes (International Building Code) with similar or identical local amendments. Likewise, many of the zoning regulations are similar between jurisdictions, helping to create an environment for each community to support its regional fair share of affordable housing and encourage equal treatment of protected classes.

There is also a lack of knowledge about fair housing laws and regulations, both within organizations related to housing and citizens, which creates higher risk of violations and violations going unreported. In addition, there appears to be a public culture of fear/skepticism of government programs (too good to be true, etc.).

Method of Distribution Between Housing and Non-Housing Activities

The split between housing and non-housing activities should be 55% and 45%, respectively, between the activities for the region's combined Round One and Round Two total allocations. The *State of Texas Plan for Disaster Recovery - Amendment No. 1* for the Round Two provides the appropriate amounts by COG to achieve this activity split. COGs are reminded that grantees and subrecipients for funding must comply with all applicable Federal requirements, including, but not limited to, the Civil Rights Act and other associated anti-discrimination laws, the Fair Housing Act, and the state's requirement to ensure at least 55 percent of all Disaster Recovery Supplemental

funds serve the “benefiting low and moderate income persons” national objective. While the Partial MOD did not require a particular breakdown between housing and non-housing, the COG has explained below why it chose to split housing and non-housing funds as it did for the Partial MOD and ensure any breakdown of housing or non-housing funds remains consistent with the Plan. This discussion is consistent with findings from document research discussed in long-range planning and feedback from housing and civil rights organizations.

Drainage improvements related to flooding during Hurricane Dolly are continually mentioned in local media and public meetings as a major need given its contribution to damage and failure to function of other facilities and housing. In the region, low-income populations were severely impacted by flooding, particularly in rural areas (though the flooding was widespread and affected all urbanized areas as well). Drainage is a serious, pressing need for the region, reaching a level of need that can only be addressed using hurricane recovery funds. LRGVDC is pursuing development of housing programs to compliment the drainage improvements, and plans to target a portion of the future housing funds toward the service areas of the drainage projects. This effort will result in both the reduction of risk to housing in future hurricane and flood events and eventually the improvement of affordable housing stock in the region. By addressing the drainage, it is less likely that low-income households will have a need for Federal assistance funds to repair homes as a result of flooding in future events. In short, the drainage improvements are necessary to achieve an acceptable level of resiliency and sustainability in the use of housing funds—they are intertwined.

The regional approach to drainage was necessary due to the interconnectedness of drainage infrastructure in the region—the cause of flooding in one city could be the result of an inadequate facility further downstream, outside of the city’s jurisdiction, causing a backup. The projects identified are consistent with recommendations in the long-range plans. Also, the drainage facilities serve to address some of the impediments to fair housing, as it should result in the following:

- Improvement of flooding issues in low-income rural subdivisions and colonias, a commonly cited contributor to substandard housing
- Reduced flood risk to low-income and minority populations, which should reduce insurance costs
- Ease development of new/improved affordable housing through the reduction of flood risk, thus addressing issues with scarcity of land available for affordable housing

Additionally, it is preferable to address the cause of so much housing damage in the region, flooding, first so that investments in housing can be more lasting and resilient.

The LRGVDC attempted to conduct a survey among local entities to try to determine or identify the specific needs for housing and the numbers submitted could not be verified. Given LRGVDC’s lack of experience in developing and administering housing programs, coupled with difficulties in accurately identifying housing need related to the hurricane, LRGVDC has chosen in the Partial MOD to fund housing to a level to allow the hiring of a consultant and staff to develop the organizational capacity necessary to develop appropriate housing programs for the region. This will allow more accurate assessment of needs, allow the region to efficiently contribute information to the new State Analysis of Impediments to Fair Housing being developed, educate local organizations and citizens in regards to fair housing, and ensure effective implementation of housing programs consistent with the Federal obligation to affirmatively further fair housing. The LRGVDC expects it would take a couple of months to develop housing program designs, and would prefer to include any findings of the new State Analysis of Impediments to Fair Housing along with improved local knowledge of housing issues directly related to the disaster before proceeding. The LRGVDC will adopt a regional approach to disaster recovery housing programs in an effort to address issues present in the various fair housing documents reviewed. This regional approach will help ensure housing needs are addressed throughout the area, achieve economies of scale, ensure program consistency given the fragmented political jurisdictions, and build organizational capacity.

Non-Housing Method of Distribution Detail

The Council of Governments is required to prepare a method of distribution for non-housing activity funds between the eligible entities. TDRA has directed the COG to use a direct allocation technique based on objective, verifiable data. For the partial MOD, the COG must prioritize the grantees so that back-up applications are available in case of disqualification. This ensures funding through the partial MOD process is utilized and available to communities as fast as possible. The Method of Distribution clearly identifies appropriate national objectives for each activity type, the entities eligible to serve as grantees and contract with TDRA, supports minimum allocation amounts that help ensure project feasibility and provides an explanation of the distribution factors selected.

In selecting funding distribution factors and grantees to receive partial funds, the COG was mindful of the Federal obligation to affirmatively further fair housing. The COG has indicated how it has considered fair housing in developing its non-housing method of distribution as well as how the factors direct funds toward those communities most likely to have locally-determined priority projects that cannot proceed without Hurricane Recovery Funds. The COG also considered that only locally-identified priority projects meeting the LMI national objective would be considered during the Partial MOD application cycle. Discussion is given below:

Local Need and Fair Housing Consideration in Non-Housing Distribution

Drainage has been continually identified by citizens, communities and organizations as the most pressing need to reduce the likelihood of repeat damage in the inevitable future storm events. In the region, low-income populations were severely impacted by flooding, particularly in rural areas (though the flooding was widespread and affected all urbanized areas as well). Drainage is a serious, pressing need for the region, reaching a level of need that can only be addressed using hurricane recovery funds. The projects listed in the non-housing distribution are based on local need identified through recent drainage planning documents developed regionally, further verified during the citizen participation process. This effort will result in both the reduction of risk to housing in future hurricane and flood events and eventually the improvement of affordable housing stock in the region. By addressing the drainage, it is less likely that low-income households will have a need for Federal assistance funds to repair homes as a result of flooding in future events.

The projects identified are consistent with recommendations in the long-range plans. Also, the drainage facilities serve to address some of the impediments to fair housing, as it should result in the following:

- Improvement of flooding issues in low-income rural subdivisions and colonias, a commonly cited contributor to substandard housing
- Reduced flood risk to low-income and minority populations, which should reduce insurance costs
- Ease development of new/improved affordable housing through the reduction of flood risk, thus addressing issues with scarcity of land available for affordable housing

Repair Weirs/Bridges & Bank Erosion & connecting outfall laterals in and around Sebastian area was not fully-funded in the Partial MOD. In discussions with the local drainage districts, it was determined that given the limited funds available in the Partial MOD, a portion of this project could wait until the Full MOD is prepared. This was based on the shorter construction schedule necessary for the portion of the project removed from the Partial MOD.

Project Specific Distributions

From the State's experience with Hurricanes Ike and Dolly and examples from other states, the state has determined that the citizens and communities of Texas can derive long-term, cost-effective benefits by introducing a comprehensive and holistic approach to selecting, planning, funding and implementing certain disaster recovery projects. Recognizing that the regional impact of the storms may lead to identification of regional projects affecting

multiple entities, TDRA has allowed the Council of Governments to make direct allocations to specific regional projects under limited circumstances. These projects must be of significant scope beyond what may be achieved regionally through the distribution formula. There must be documented regional agreement of the need and willingness to accept lesser local formulaic allocations in order to address regional need. Examples include regionalized sheltering and drainage programs benefiting multiple jurisdictions. The Council of Governments has identified the following project(s) for a Project Specific Distribution:

Project Name	Detailed Description, including National Objective and Storm Relationship	Assigned Grantee	Estimated Beneficiaries	Cost Estimate*	Amount Funded by 1 st Phase
Repair Weirs/Bridges & Bank Erosion & connecting outfall laterals in and around Sebastian area.	Drainage improvements in and around the community of Sebastian and surrounding area to include other local jurisdictions which failed to function during Hurricane Dolly. Also, repair to the two county main floodways and north and south main drain consisting of bank scour repair of main floodway, main floodway upstream and downstream embankment scour repair on the downstream of the weir. Riprap repair and severe bank failures downstream of weir, as well as all associated structures.	Hidalgo/Willacy County Inter-local with appropriate Drainage District or local jurisdiction	Hidalgo/Willacy Total: 132,320 LMI: 58.03%	\$14,834,290.	\$10,334,290.
Raymondville Drain & Connecting Outfall laterals	Clean existing ditches of proposed Raymondville Drain project for flood control, from Delta Lake Irrigation District's lateral L-5 to the Laguna Madre in Hidalgo & Willacy Counties. Project includes construction activities for cleaning existing ditches; project	Willacy County Inter-local with Irrigation District or appropriate Drainage District or local jurisdiction	Willacy County Total:16,969 LMI: 63.47%	\$3,162,500.	\$3,162,500.

	<p>length is approximately 45.5. The project is located in Hidalgo & Willacy Counties, beginning northeast of Edinburg and ending near just south of Port Mansfield at the Laguna Madre.</p>				
<p>Drain "A" Widening & connecting laterals</p>	<p>The drainage system which drains the area from Rio Grande River, near Los Indios, and the eastern side of the City of San Benito, is deficient in capacity. With continued development over the years this channel failed to function during Hurricane Dolly and proven inadequate and the section of Drain "A" from US Expressway 77/83, north to County Road 596. The proposed project is to widen the existing channel to a 50' bottom width, where it currently is approximately 10' wide. A section of the drain where the right of way is restricted is proposed to be concrete lined. One bridge will be removed at County Road 596 and the existing bridge at FM510 will need to be widened. Right of Way for the widening of the drain is also required. Project specific location is generally east and north of the city of San Benito in Cameron County,</p>	<p>Cameron County Inter-local with Respective Drainage District or local Jurisdiction</p>	<p>Cameron County Total: 42,418 LMI: 54.05%</p>	<p>\$2,825,500.</p>	<p>\$2,825,500.</p>

	<p>Texas. The project extends from US Expressway 77/83 in San Benito, northeast of County Road 596 a distance of approximately 4.3 miles. The project is within a number of subdivisions but lies principally within the City of San Benito city limits and is mostly located outside of incorporated areas.</p>				
<p>Tio Cano/Tamm Lane/Southwest Drain to include Santa Rosa connections</p>	<p>Drainage improvements in and around La Feria which failed to function during Hurricane Dolly. A portion of the project is located inside the city limits of La Feria and the remainder outside the city limits of La Feria.</p> <p>Tamm Lane drainage ditch improvement entails land acquisition and the design and construction of the drainage system ditch to include Santa Rosa drainage improvements, (\$500,000.) Jesus avila outfall 48" rcp, inlets, 1st street outfall, 36" rcp & inlets.</p> <p>Drainage improvements will extend from the Cameron County Drainage District #5 southwest drain to the low lying area at Hoss Lane. Improvements will include the construction of storm sewer, a drain</p>	<p>City of La Feria Inter-local with appropriate Drainage District or local Jurisdiction</p> <p>City of Santa Rosa</p>	<p>Cameron County</p> <p>Total: 14,082 LMI: 51.14%</p>	<p>\$18,474,242.</p> <p>\$500,000.</p>	<p>\$18,474,242.</p> <p>\$500,000.</p>

	ditch and road closings. Project location is outside of the city limits of Harlingen, just east of Tamm Lane, in Survey 296 of the Leelands subdivision.(Census tract #120).				
Peñitas Drain	Peñitas Drainage Basin(Expressway 83-Tom Gill Road) Ditch Excavation, 8'x6' Box culvert, 8'x6' Box culvert(Jack & Bore Expwy. 83), 8'x6' Box Culvert Jack & Bore District No 6 Canal), 72" RCP(Jack & Bore Tom Gill Road, Concrete Rip Rap (Erosion Protection), 72" Headwall, 8'x6' Headwall	Hidalgo County Inter-local with Hidalgo County Drainage District No. 1.	Hidalgo County Total:11,574 LMI: 57.01%	\$4,674,450.	\$4,674,450.
South Fork Drain	Phase I - Right of way acquisition cost Phase II - Excavation (channel), trench excavation protection, concrete rip-rap, concrete box (5'x5'), concrete box (7'x6'), concrete box (8'x7'), concrete box (8'x8'), concrete box (10'x8'), 6'x6' gated box structure @ibwc levee, gates for 6'x6' gated box structure, 18" rcp field drain, concrete headwall, concrete weir @ tributary junctions, irrigation pipes (18") (rcldpp), irrigation stand pipes (18") Phase I & Phase II	Hidalgo County Inter-local with Hidalgo County Drainage District No 1.	Hidalgo County Total: 1,907 LMI: 84.60%	\$4,166,252.	\$4,166,252.

	addresses failure to function during Hurricane Dolly.				
Pharr-McAllen South Drain	Basic Project - Barricades & signs, rock filter dams (install) (ty 3), rock filter dams (remove), temporary sediment control fence. Preparing Right of Way, dewatering (cofferdam), riprap (conc) (cl-b). Roadway construction - proof rolling, cement treatment, cement roadway base (flex base). Structures - excavation, backfill (flowable backfill), concrete structures, conc box culv (8'x8' box), reinforced concrete pip (36" diameter), conc headwall (sw-o) (hw=8'), conc headwall (pw-15) (hw=8'), sluice gates, grates & frame (5.5'x20'), ladder, clean exist culvs.	Hidalgo County Inter-local with Hidalgo County Drainage District No. 1.	Hidalgo County Total: 23,188 LMI: 51.79%	\$1,031,581.	\$1,031,581.
Connection Between Municipal Communities & Drainage	Combes (\$1,000,000.) - SW Area Ditch widening, Ditch widening & grading, pavement replacement, 6" stabilized subgrade, 8" flexible base, & culvert replacement. Primerera (\$1,000,000.) - Stuart Place Road, re-grade road ditch, culvert adjustment, west primerera road, re-grade road ditch, culvert adjustment, street culvert crossings, drainage outfall grading.	Town of Combes City of Primerera	Cameron County Total: 9,285 LMI:52.17%	\$1,000,000.	\$1,000,000.

	& Iantana court drainage. Rio Hondo (\$1,000,000.) - Madero outfall, 36" rcp, grate inlets, junction box, 72" bore & casing, pavement repair, outfall structure, Robert Garza Storm sewer, 36" rcp, 24" rcp, grate inlets, regrade road ditches, connection structures, pavement repair, & driveway replacement.	City of Rio Hondo		\$1,000,000.	\$1,000,000.
Delta Area Connector & Connecting laterals	Channel Excavation, hydro-mulching for erosion control, 8'x8' reinforced concrete box, 5" concrete riprap & storm water connections.	Hidalgo County Inter-local with appropriate Drainage District or local jurisdiction	Hidalgo County Total: 3,249 LMI: 71.47%	\$5,236,790.	\$5,236,790.
East Line Drain & Relief	The east line drain improvements project entails the design and construction of widening of an existing drainage ditch. The proposed project will commence at FM 1516 (Fresnal Road) and will extend North a distance of 9.4 miles of FM 2925. The east line relief drain improvements project entails the design and construction of widening and existing drainage and existing drainage ditch. The proposed east line relief drain improvements project will commence North of San Fernando, east road located approximately 0.5 mile east of FM 2925. The project will then	Cameron County Inter-local with appropriate Drainage District or Local Jurisdiction	Cameron County Total: 7,449 LMI: 61.85%	\$4,798,401.	\$4,798,401.

	extend in north eastern direction of distance of 7.1 miles to Arroyo Colorado.				
J-09 Channel Project	The J-09 Channel is a drainage improvement project to provide flooding relief in Hidalgo County directly north and west of Edinburg. The Channel limits are from the North Main Drain to County Road 3601 approximately following the Mile 11 North alignment. One significant deviation is at Lone Star citrus Farms where the channel follows existing drainage ditches north around the edge of the property and back down to just north of Mile 11. The construction project consists of an open channel and culverts that run along both existing ditches and virgin ground to outfall into a major existing drainage channel. Total project costs include engineering, geotechnical, survey, ROW, and appraisal costs.	Applicant: Hidalgo County Inter-local with Hidalgo County Drainage District No. 1.	Hidalgo County Total: 10,545 LMI: 60.53%	\$11,502,229.	\$777,521.
East Lateral Improvements	The East Lateral Drain is a flood and drainage improvement project located in southeast Hidalgo County near the towns of Elsa, Edcouch and La Villa, Texas. The proposed channel begins on the Mercedes Lateral	Benefit: Cameron/Hidalgo & Willacy Applicant: Hidalgo County Inter-local with	Hidalgo County Total: 9,610 LMI: 73.65%	\$17,915,479.	-0-

	channel and outfalls into the main floodway. The East Lateral drain will involve approximately 7.54 miles of channel improvements. The purpose of the East Lateral Drain is to relieve local flooding in the area due to inadequate drainage along with the flat terrain that is prevalent in the region. This construction will address disaster damages caused by hurricane Dolly and thereby alleviating additional damages to these areas.	Hidalgo County Drainage District No. 1.			
Rancho Grande South	Immediately after Hurricane Dolly in Precinct 4 the area surrounding La Tierra was under water due to the drainage system not being able to handle the amount of rain experienced. Residents in this area experienced from 1 to 3 feet of water in their homes. The project entails land acquisition, design and construction of the drainage system ditch.	Cameron County Inter-local with appropriate Drainage District or Local Jurisdiction	Cameron County Total: 7,085 LMI: 54.96%	\$9,071,211.	-0-
Hardin Ranch	This project is located in Cameron County from Bouldin Road (East of Combes) to FM 1420. Replacement of crossing on Hardin Ranch Drain to alleviate flooding that occurred from Hurricane Dolly.	Cameron County Inter-local with appropriate Drainage District or Local Jurisdiction	Cameron County Total: 3,552 LMI: 52.46%	\$1,300,000.	-0-

<p>San Benito Lateral Drains</p>	<p>Two lateral drains (A1" & A2") situated perpendicular to drain "A" are deficient in capacity and failed to function during hurricane Dolly. Lateral drain "A1" is approximately 9,000 feet in length. It begins near the intersection of McColloch St. & U.S. Business 77 and terminates at drain "A". Lateral drain "A2" is approximately 9,000 feet in length. It begins near the intersection of McColloch St. & Batts Street and terminates at Drain "A". Storm sewers (30" - 60" in diameter), are proposed upstream of drain "A2". Due to limited space in some areas of drains "A2 & A2", concrete channel lining is proposed. Space limitations are due to existing irrigation canal and railroad.</p>	<p>Cameron County Inter-local with Drainage District or local jurisdiction</p>	<p>Cameron County Total: 1,898 LMI: 65%</p>	<p>\$3,125,000.</p>	<p>-0-</p>
<p>Brownsville</p>	<p>Project will remove approximately two hundred thousand cubic yards (200,000 c.y.) of excavated material, install approximately twenty thousand cubic yards (20,000 c.y.) of compacted fill material, three hundred linear feet (300 l.f.) concrete riprap weir structure, on hundred linear feet (100 l.f.) concrete riprap weir</p>	<p>City of Brownsville</p>	<p>Cameron County Total : 3,727 LMI: 62%</p>	<p>\$8,000,000.</p>	<p>-0-</p>

<p>Explanation:</p>	<p>structure, one hundred linear feed (100 l.f.) of twenty four inch (24 in.) diameter RCP, two each (2 e.a.) of twenty four inch concrete headwall with flap gate, seven hundred and fifty linear feet (750 l.f.) of 5-foot wide concrete sidewalk, one thousand linear feet (1,000 l.f.) of 9 foot wide caliche access road, four thousand square yards (4,000 s.y.) HMAC pavement repair, native seeding approximately thirty (30) acres of disturbed area, fifty thousand square feed (50,000 s.f.) of wetland plantings and associated appurtenances. Proposed improvements will provide approximately 130 acre feet of additional storm water storage for the City of Brownsville North Main Drain.</p>				
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The Representatives from the three counties and the cities within met to develop a regional approach to drainage to address the flooding and drainage issues. Representatives agree that addressing these flooding issues will not only address the Dolly impacted flooding areas, but will ultimately address flooding issues and long term planning and recovery, and economic sustainability. The Building Disaster Resilient Communities Planning Committee was created and charged with the development of the regional drainage project for the non-housing allocation was the, which is comprised of members appointed from the LRGVDC Board of Directors and the Rio Grande Regional Water Authority (RGRWA). All the members of the various committees have been directly involved in the development of individual local drainage plans within their respective districts and communities and will also be instrumental in the development of the Regional Master Drainage Plan that will cover Cameron, Hidalgo, Starr, and Willacy Counties.

To provide an opportunity for cities to access funds, the committee members made contact with individual cities and drainage districts to determine their needs and root causes of the drainage system failures. Using the committee, which included drainage experts and community development professionals,

LRGVDC developed a regional drainage project and strategy totaling approximately \$106,000,000. To address funding constraints and the need for a Unit of General Local Government to serve as the grantee, the committee broke the regional drainage project into separate sub-projects, targeting those sub-projects that would address the root issues and benefit multiple jurisdictions. Factors that were taken into consideration by the Building Disaster Resilient Communities Planning Committee for the prioritization of the drainage sub-projects were; the areas that received the majority of the impact and flooding during Hurricane Dolly based on total precipitation, Low Moderate Income (LMI) that the sub-project(s) would serve, and whether the drainage sub-project(s) was ready for implementation within the allotted two-year TDRA timeframe. Upon completion of the proposed regional drainage sub-projects list, the Disaster Recovery Advisory Committee (DRAC) gave a final recommendation to the LRGVDC Board of Directors. The sub-project ranking is included with the MOD submission.

As a result, focusing on an interconnected, regionalized drainage system represents the most advantageous use of federal funds to achieve long-term recovery and resilience. Many comments received at the public meetings were related to flooding problems and homes that received major damage due to flooding (see "Common Themes of Public Comment" section). The LRGVDC has identified the sub-project(s) of the regional drainage project listed above for a Project Specific Distribution to resolve the failure to function drainage issues. A total of fifteen (15) sub-projects have been identified for a total funding amount of \$105,668,725. While the 15 sub-projects function as part of a single regional drainage project, they are listed separately to provide greater detail and more accurate cost estimates and beneficiaries. In addition, the separate listing allows the COG to properly assign portions of the drainage project to each county as the unit of general local government to serve as grantee. Though the value of all projects exceeds available non-housing funds, LRGVDC has listed the projects in priority order in case additional funds become available. If one of the recommended sub-projects is determined ineligible, then the funding shall be allocated to the next recommended project. With the region's ambitious goals of reducing the regional impact of flooding so as to avoid repeat damage in future disasters, the region still has unmet recovery needs. As shown with the drainage system, approximately \$50 million is still needed to complete the major drainage needs of the region. Additional drainage needs not submitted remain throughout the region. Should available funding exist after all submitted projects have been considered the LRGVDC will submit additional drainage projects focused on direct municipal drainage needs.

A map of all projects is included with the Method of Distribution submission.

* Cost estimate attached and prepared by a relevant professional

Determination of Grantees

The processes and factors used to determine which grantees will receive funds under this partial MOD are described below. If separate factors were used to select grantees than the factors used to make the allocations, then they are indicated below.

Describe process:

Determination of grantees was based on the jurisdiction of the sub-project and capacity to administer the grant while achieving economies of scale and efficiency. As the Partial MOD for non-housing is project-specific, a formulaic approach was not appropriate for assigning grantees.

Distribution Factor	Weight	Documentation Source	Explanation of Factor Selection and Weighting
LMI percentage for entity		HUD Census Information from the TDRA Website	TDRA requires LMI percentage for the entity be included in the distribution factors. This factor recognizes the likely limited resources of entities with large low-moderate income populations.

Funding Distribution Factors

The Council of Governments has selected the following distribution factors to allocate funds under the partial MOD:

Distribution Factor	Weight	Documentation Source	Explanation of Factor Selection and Weighting
LMI percentage for entity	10	HUD Census Information from the TDRA Website	TDRA requires LMI percentage for the entity be included in the distribution factors. This factor recognizes the likely limited resources of entities with large low-moderate income populations.
Estimated Number of Units of General Local Government Benefiting	20	Service maps of each subproject	Assess the regional nature of each subproject and how it addresses the needs of multiple jurisdictions.
Project connectivity to others	10	Service maps of all projects	Assure that sub-projects that are necessary to the success of other sub-projects are implemented to ensure maximum benefit in reducing damage/failure-to-function is achieved.
Total Beneficiaries	20	HUD Census Information	Maximize the number of persons directly benefiting from each sub-project funded—regional impact
Readiness to proceed	30	Level of study completed	Score given for level of completion of design: <ul style="list-style-type: none"> • Preliminary detail plans • Concept and some detail plans • Concept plan only

All allocations must meet or exceed a floor of \$75,000 to help ensure sufficient funds for at least one eligible project.

Eligible Activities

Grantee activities must be specifically related to Hurricane Ike and/or Dolly, and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a Hurricane Ike and/or Dolly related impact in one of the following ways:
 - Direct verifiable damage from the storm that requires improvement of conditions, or
 - The facilities must have failed to function in the normal capacity as a result of the storm.
- The COG has added a stipulation that projects must meet a regionally-established recovery priority.

The Council of Governments has addressed prioritization of eligible activities as follows:

The Council of Governments has chosen not to limit Grantees in the region to projects meeting regional priority activities.

-OR-

<input type="checkbox"/>	The Council of Governments has limited Grantees in the region to selecting projects meeting the following regional priority activities:	
<input type="checkbox"/>	Water Facilities	<input type="checkbox"/> Specially Authorized Public Facilities & Improvements
<input type="checkbox"/>	Sewer Facilities	<input type="checkbox"/> Public Services
<input type="checkbox"/>	Other Public Utilities (gas, et al)	<input type="checkbox"/> Clearance & Demolition Activities
<input type="checkbox"/>	Street Improvements	<input type="checkbox"/> Code Enforcement
<input checked="" type="checkbox"/>	Flood and Drainage Improvements	<input type="checkbox"/> Specially Authorized Assistance to Private Utilities
<input type="checkbox"/>	Debris Removal	<input type="checkbox"/> Economic Development
<input type="checkbox"/>	Community Centers and Emergency Shelters	<input type="checkbox"/> Planning and Urban Environmental Design
<input type="checkbox"/>	Senior Centers	<input type="checkbox"/> Fire Protection Facilities and Equipment
<input type="checkbox"/>	Parks, Playgrounds and other Recreational Facilities	

In addition to the priorities selected above, the following activity types are considered priorities due to their relationship in delivering all other activities:

- Acquisition, including buyouts
- Relocation Payments and Assistance
- Engineering and Architectural Services
- Planning and Project Delivery

The State of Texas has received a limited waiver for buildings for the general conduct of government which allows the State to fund the rehabilitation or reconstruction of public buildings that are otherwise ineligible and that the state selects in accordance with its approved Action Plan for Disaster Recovery and that the state has determined have substantial value in promoting disaster recovery. TDRA has received additional guidance from HUD that this limited waiver was not intended to include all general conduct of government activities. HUD has further particularly identified fueling stations, points of distribution (PODs), precinct barns, and emergency operation centers (EOC) as general conduct of government activities that will remain ineligible for supplemental CDBG funding. Additional examples of common ineligible activities include:

- Purchase of construction equipment
- Operation and maintenance expenses
- Duplicate projects
- Projects that do not comply with local, district, state and/or federal regulations

Parks, playgrounds and other recreational facilities are eligible activity types, but may not use the Urgent Need National Objective.

Housing Method of Distribution Detail

The Council of Governments is required to prepare a method of distribution for housing activity funds between the eligible entities. TDRA has directed the COG to use a direct allocation technique based on objective, verifiable data. For the partial MOD, the COG must prioritize the grantees so that back-up applications are available in case of disqualification. This ensures funding through the partial MOD process is utilized and available to communities as fast as possible. The Method of Distribution clearly identifies the entities eligible to serve as grantees and contract with TDHCA, supports minimum allocation amounts that help ensure project feasibility, provides an explanation of the distribution factors selected, and identifies an appropriate reallocation process for any unused or ineligible funds.

In selecting funding distribution factors and grantees to receive partial funds, the COG was mindful of the Federal obligation to affirmatively further fair housing. The COG has indicated how it has considered fair housing in developing its housing method of distribution as well as how the factors direct funds toward those communities most likely to have locally-determined priority programs that cannot proceed without Hurricane Recovery Funds, keeping in mind the requirement that Partial MOD programs be locally-identified priorities. Discussion is given below:

Local Need and Fair Housing Consideration in Non-Housing Distribution

As discussed earlier, the LRGVDC attempted to conduct a survey among local entities to try to determine or identify the specific needs for housing and the numbers submitted could not be verified. Given LRGVDC's lack of experience in developing and administering housing programs, coupled with difficulties in accurately identifying housing need related to the hurricane, LRGVDC has chosen in the Partial MOD to fund housing to a level to allow the hiring of a consultant and staff to develop the organizational capacity necessary to develop appropriate housing programs for the region. This will allow more accurate assessment of needs, allow the region to efficiently contribute information to the new State Analysis of Impediments to Fair Housing being developed, educate local organizations and citizens in regards to fair housing, and ensure effective implementation of housing programs consistent with the Federal obligation to affirmatively further fair housing. The LRGVDC expects it would take a couple of months to develop housing program designs, and given that issue, would prefer to include any findings of the new State Analysis of Impediments to Fair Housing along with improved local knowledge of housing issues directly related to the disaster before proceeding. The LRGVDC will adopt a regional approach to disaster recovery housing programs in an effort to address issues present in the various fair housing documents reviewed. This regional approach will help ensure housing needs are addressed throughout the area, achieve economies of scale, ensure program consistency given the fragmented political jurisdictions, and build organizational capacity. Issues identified in the various documents related to fair housing will be provided to the staff and consultant to develop housing programs in a manner that those issues can be addressed in conjunction with housing recovery associated with Hurricane Dolly.

Funds provided in the Partial MOD will be used to hire a consultant and staff to develop appropriate housing programs for the region and work with the State on its Analysis of Impediments, ensuring that any findings from it are addressed in the region's housing programs. This will allow rapid implementation of housing programs following completion of the future Full MOD.

Budget for 2,238,725. is as follows:

LRGVD C Administration:	\$238,725.
Contractual (Planning):	\$2,000,000.
Total:	\$2,238,725.

Staff Administrative expenses are detailed as follows:

- Coordinate with state to develop hurricane Dolly and Ike Round 2 General Program Guidelines
- Participate and coordinate on both Housing Taskforce and AI Taskforce
- Participate and coordinate on Fair Housing workshops, public hearing notices, TDHCA meetings, and conference calls
- Develop the Statement of Qualifications (SOQ) and Request for Proposals (RFP)
- Establish and coordinate Housing Advisory Committee meetings, public notifications and ensuring appropriate State and Federal requirements are met
- Administer process and support Regional Housing Committee in selection of management firm
- Once firm is selected, formulate appropriate scope of work consistent with State Housing Guidelines and Conciliation Agreement as well as State's Analysis of Impediments Study
- Follow through in the preparation of Regional Housing Assessment Study and submission of MOD for Phase II of Round II Disaster Recovery Funding that meets all Federal and State Requirements

Contractual - Management firm will develop Regional Housing needs assessment including the following program requirements:

- Research for local AI's as necessary
- Develop Affirmative Marketing Plan approved by TDHCA and Posted for 15 day review
- Identification of Housing Programs to be offered
- Design Program process that addresses future housing needs by the LRGVD C
- Identify detailed activities offered by each housing category
- Identify demographics to receive concentrate attention of services and target areas served
- Design Program that identifies specific areas to benefit from approved housing program categories
- Identify programs that will assist beneficiaries to overcome identified impediments to housing
- Utilized Analysis of Impediments and Conciliation Agreement in the formation of program design
- Submit statement to TDHCA indicating reviewed AI and applied findings prior to services provided
- In compliance with TDHCA deadlines identify sufficient eligible beneficiaries and process to ensure expenditure of all funds
- Prepare needs assessment compliant with all Federal and State guidelines/requirements
- Provide required documentation throughout the program process
- Coordinate with local non-profit agencies in development of needs assessment
- Assist LRGVD C in preparation of Phase II Round II MOD supporting State's AI study and furthering Fair Housing in the LRGVD C Region

Determination of Grantees

The processes and factors used to determine which grantees will receive funds under this partial MOD are described below. If separate factors were used to select grantees than the factors used to make the allocations, then they are indicated below.

Describe process:

Implementation of this housing fund category will entail professional services through an LRGVDC Board of Directors approved RFP process which incorporates to the maximum extent possible local professional services with direct knowledge in the implementation and administration of HUD funded programs. Under this partial MOD LRGVDC has chosen to allocate \$2.2 million to secure professional services and hire LRGVDC Staff to begin the assessment on the level of housing need and to determine the level of met or unmet needs for the region.

LRGVDC will be subrecipient of housing funds for the region.

Distribution Factor	Weight	Documentation Source	Explanation of Factor Selection and Weighting

Distribution Factors

The Council of Government has selected the following distribution factors:

Distribution Factor	Weight	Documentation Source	Explanation of Factor Selection and Weighting

All allocations must meet or exceed a floor of \$500,000 to help ensure sufficient funds for at least one feasible housing program.

Eligible Activities

Grantee activities must be specifically related to the effects of Hurricane Ike and/or Dolly, and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a Hurricane Ike or Dolly related impact in one of the following ways:
 - Direct verifiable damage from the storm that requires improvement of conditions, or
 - The housing activity addressed the impact on the housing stock in the community or region as a direct result of Hurricane Ike or Dolly in a quantifiable and measurable way.

The Council of Government has addressed prioritization of eligible activities as follows:

<input checked="" type="checkbox"/>	The Council of Governments has chosen not to limit Grantees in the region to projects meeting regional priority activities.		
-OR-			
<input type="checkbox"/>	The Council of Governments has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
<input type="checkbox"/>	Homeowner repair, rehabilitation, or replacement	<input type="checkbox"/>	Demolition activities in slum/blighted areas
<input type="checkbox"/>	Single-family or multifamily rental repair,	<input type="checkbox"/>	Downpayment Assistance

<input type="checkbox"/>	rehabilitation, or replacement	<input type="checkbox"/>	
<input type="checkbox"/>	Single-family elevation of homes in flood plains	<input type="checkbox"/>	Acquisition /Buyout program from properties in the floodplain
<input type="checkbox"/>	Relocation from floodplains, slum/blighted areas, or identified environmental hazard area	<input type="checkbox"/>	Code enforcement activities

Program Design

The COG Partial Method of Distribution is required to include specific elements of the designated entity(ie)'s program design. These elements include:

- How each entity's program is designed to affirmatively further fair housing;
 - The COG must confirm in the method of distribution that each selected entity for funding has processes in place to ensure non-discrimination, specifically each designated entity:
 - Has an existing affirmative marketing plan with respect to current programs;
 - Has clear policies in place in regard to serving people as required under the Civil Rights Act of 1964 and subsequent amendments;
 - Maintains records regarding Fair Housing and accessibility with respect to current programs;
 - Is familiar with laws and regulations regarding these issues;
 - Has identified impediments to Fair Housing and has processes in place to work with recipients to meet the goals of the Fair Housing Act; and
 - Accommodates persons with special needs in accordance with state and federal law.
 - The COG must also:
 - Ensure that each designated entity has a formal complaint process in place; and
 - Assert that it has considered and addressed Fair Housing issues prior to the submission of its MOD.
- The types of housing activities that will be offered
 - The method of distribution must specifically state which CDBG-eligible activities the entities are proposing to accomplish. These activities must correspond to the Council of Governments regional priority activities if applicable.
- How awards will be prioritized for each activity
 - For homeowner programs, the COG must include a description of how each entity will prioritize the funding of applications or awards;
 - For rental repair/ rehabilitation programs, the COG must include a description of the proposed methodology each entity will use for awarding funds;
 - For all other programs, a brief description of the hurricane-related need for the activity.
- How the program or activity is designed to mitigate future storm damage in the community or region (if the entity is a regional entity)
 - Mitigation activities include but are not limited to elevation, the use of storm resistant materials and features, buyout programs for properties in the floodplain, and activities related to the implementation of new or existing hurricane building codes, including training on new standards and code enforcement.

Below are the elements in the entity(ies) housing programs that are designed to affirmatively further fair housing as described above:

The funds provided in the Partial MOD are designed to ensure that the LRGVDC housing programs developed are consistent with obligations to Affirmatively Further Fair Housing. The individual housing programs will be addressed in the Full Method of Distribution.

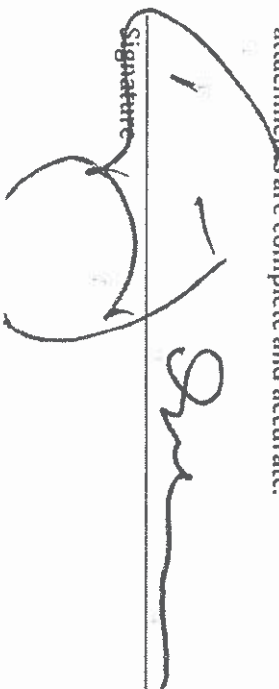
Below are the program characteristics of each entity(ie)'s housing program:

Entity	Activity Type	Priority of Funding for Activity	Storm Mitigation Component(s)	Additional Information

TDHCA requires that the COGs consult with them if incentive programs are considered as part of any entity(ie)'s housing program design.

Approval and Signatory Authority

A Resolution of the Council of Governments is attached approving the method of distribution and authorizing its submittal to the Texas Department of Rural Affairs. I certify that the contents of this document and all related attachments are complete and accurate.

A handwritten signature in black ink, appearing to read "K. Jones, Jr.", is written over a horizontal line. The word "Signature" is printed vertically to the left of the line.

08-26-2010
Date

Kenneth N. Jones, Jr.
Printed Name

Executive Director
Title

knjones@lrqvd.com
Email Address

956-682-3481
Telephone Number

RESOLUTION

A Resolution of the Lower Rio Grande Valley Development Council (LRGVDC) approving the Method of Distribution (MOD) for the 2nd Round of Disaster Recovery Supplemental Allocation and submittal to the Texas Department of Rural Affairs (TDRA).

WHEREAS, the Lower Rio Grande Valley Development Council is responsible for establishing and developing the Method of Distribution for the 2nd Round of Disaster Recovery Supplemental Allocation;

WHEREAS, the LRGVDC is responsible for addressing and complying with a Citizen Participation Plan regarding citizen and non-governmental organizations; and

WHEREAS, the LRGVDC Board of Director's are providing a Method of Distribution (MOD) addressing regional drainage issues for non-housing allocation funds and direct allocation to the LRGVDC to address housing allocation for the region;

NOW THEREFORE BE IT RESOLVED, that the Lower Rio Grande Valley Development Council (LRGVDC) has approved and is submitting the LRGVDC MOD to the Texas Department of Rural Affairs (TDRA).

Adopted by the Lower Rio Grande Valley Development Council at its LRGVDC Board of Director's Meeting held on this 26th day of August, 2010.



Mayor Chris Boswell, President

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PARTIAL MOD - 1ST PHASE

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PRIORITY RECOMMENDATIONS FOR NON-HOUSING DRAINAGE PROJECTS						
PRIORITIES	PROJECT DESCRIPTION	COUNTY	PROJECT COSTS	PARTIAL FUNDING AVAILABLE 1ST PHASE	PARTIAL FUNDING 2ND PHASE	LMI %
1	Repair Weirs/ & Bridges and Bank Erosion & connecting laterals	HIDALGO/W ILLACY	\$ 14,834,290.00	\$ 10,334,290.00	4,500,000.00	58.03%
2	Raymondville Drain & Connecting Laterals	WILLACY	\$ 3,162,500.00	\$ 3,162,500.00		63.47%
3	Drain "A" Widening & connecting laterals	CAMERON	\$ 2,825,500.00	\$ 2,825,500.00		54.05%
4	Tio Cano/Tamm Lane/Southwest Drain (include Santa Rosa Municipal connections approximately \$500,000.)	CAMERON	\$ 18,974,242.00	\$ 18,974,242.00		51.14%
5	Peñitas' Drain	HIDALGO	\$ 4,674,450.00	\$ 4,674,450.00		57.01%
6	South Fork Drain	HIDALGO	\$ 4,166,252.00	\$ 4,166,252.00		84.60%
7	Pharr - McAllen South Drain	HIDALGO	\$ 1,031,581.00	\$ 1,031,581.00		51.79%
8	Connection Between Municipal Communities & Drainage	CAMERON	\$3,000,000.00	\$3,000,000.00		52.17%
9	Delta Area Connector & connecting laterals	HIDALGO	\$ 5,236,790.00	\$ 5,236,790.00		71.47%
10	East Line Drain & Relief	CAMERON	\$ 4,798,401.00	\$ 4,798,401.00		61.85%
11	J-09 Channel Project	HIDALGO	\$ 11,502,228.00	\$ 777,521.00		60.53%
12	East Lateral Improvements (3 Counties)	3 COUNTIES	\$ 17,915,479.00	\$ - 0 -		73.65%
13	Rancho Grande South	CAMERON	\$ 9,071,211.00	\$ - 0 -		54.96%
14	Hardin Ranch Drain	CAMERON	\$ 1,300,000.00	\$ - 0 -		52.46%
15	San Benito Laterals	CAMERON	\$ 3,125,000.00	\$ - 0 -		65.00%
TOTAL REGIONAL COSTS:			\$ 90,783,634.00	\$ 58,981,527.00		

\$2,238,725. will be allocated to housing to initiate the request for proposal process and to hire lrgvdc staff for a total of \$61,220,252. for 1st Phase Funding.

JUL 8 2010
aw

**Recapture (cities) program funds
CC REGULAR**

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval to recapture Urban County Program funds from cities with an expenditure ratio exceeding their 1.5 allocation on April 30, 2011 and retain funds in the UCP Common Fund line item.

BACKGROUND

As per the Redistribution and Recapture Policy approved by Hidalgo County's Commissioners Court on July 2, 2000, all cities and precincts are required to meet expenditure ratio requirements of at least 1.5 times their annual allocation by April 30th or risk the recapture of their funds by the Urban County Program. The Urban County Advisory Council recommends that the funds recaptured remain in the precinct in which the city is located for the projects identified in the cities work plans. (see attached breakdown of recaptured funds).

Fiscal Impact

Attachments

Link: [funds](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 09:07 AM	APRV
2	Perla Lopez	Perla Lopez	06/08/2011 11:04 AM	APRV
3	Auditor's Office	Arcilia Duran	06/08/2011 01:06 PM	APRV
4	Purchasing Department	Marty Salazar	06/08/2011 01:43 PM	APRV

Form Started By: Estella Webber
Started On: 06/07/2011 03:32 PM

Final Approval Date: 06/08/2011

**URBAN COUNTY PROGRAM
2011 RECAPTURE OF FUNDS**

CITY NAME:	RECAPTURED AMOUNT
CITY OF EDCOUCH	\$ 32,059.73
CITY OF ELSA	\$ 157,457.59
CITY OF GRANJENO	\$ 185,172.73
CITY OF LA JOYA	\$ 102,256.51
CITY OF LA VILLA	\$ 37,977.34
CITY OF PEÑITAS	\$ 383,119.10
CITY OF SAN JUAN	\$ 178,547.68
CITY OF WESLACO	\$ 4,779.72
TOTAL RECAPTURED:	\$1,081,370.40
PRECINCT ASSIGNMENT OF FUNDING:	
PRECINCT NO. 1	\$232,274.38
EDCOUCH	\$ 32,059.73
ELSA	\$157,457.59
LA VILLA	\$ 37,977.34
WESLACO	\$ 4,779.72
PRECINCT NO. 2	\$178,547.68
SAN JUAN	\$178,547.68
PRECINCT NO. 3	\$670,548.34
GRANJENO	\$185,172.73
LA JOYA	\$102,256.51
PEÑITS	\$383,119.10

Program amendment - Pct. #3 (Street Improvements)**CC REGULAR**

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Candace Armenta
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed program amendment to their existing Urban County Program work plan for FY 22 (2009). The proposed amendment will create a new project in the total amount of \$24,000.00 for a new Street Improvements project which consists of street lighting and will also increase funding in the total amount of \$20,977.64 to add additional funding to the Street Improvements project on Mile 2.

2. Consideration and request of approval of a program amendment for Hidalgo County Precinct No. 3, FY 22 (2009) work plans. The proposed amendment will create a new project in the total amount of \$24,000.00 for a new Street Improvements project which consists of street lighting and will also increase funding in the total amount of \$20,977.64 to add additional funding to the Street Improvements project on Mile 2.

BACKGROUND

A Public hearing was held on June 14, 2011 at 9:30 a.m. and citizen participation requirements have been met. See attached detailed amendment. The proposed Hidalgo County Precinct No. 3, Year 22 (2009) amendment will use FY 22 (2009) Street Improvements (Palmview) recaptured surplus funds from the completed Street Improvements project which consisted of street lighting at Tierra Linda and will create a new project which consist of the installation of 21 street lights in the subdivisions of: El Flaco Chiquito, Eduardo's No.2, Pueblo de Palmas, Mi Sueno, La Homa Meadows Phase I, and Buena Vida in the total amount of \$24,000.00. The amendment will also increase funding in the total amount of \$20,977.64 to the Street Improvements project on Mile 2 to assist in the cost of materials, construction and related appurtenances as they pertain to project completion.

Decrease the YR 22 Street Improvements (Palmview) line item in the total amount of \$44,977.64.

Create a new Street Improvements project for street lighting in the total amount of \$24,000.00.

Increase funding to the Street Improvements project on Mile 2 in the total amount of \$20,977.64.

Fiscal Impact

Attachments

Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/07/2011 03:26 PM	APRV
2	Perla Lopez	Perla Lopez	06/08/2011 10:06 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:32 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 11:55 AM	APRV

Form Started By: Estella Webber
Started On: 06/07/2011 01:23 PM

Final Approval Date: 06/10/2011

PUBLIC HEARING NOTICE
PRECINCT NO.3
URBAN COUNTY PROGRAM
Published June 9, 2011

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, Precinct No.3 will conduct a public hearing to solicit input from interested parties on the precinct's proposed budget and program amendment to its Urban County Program, Year 22 (2009) work plan.

The Public Hearing will be held on **Tuesday, June 14th at 9:30 am** at the Hidalgo County Commissioners' Court located on 100 East Cano Street in Edinburg, Texas 78540.

The following is the proposed budget and program amendment for your consideration:

Existing Work Plan	Activity Year 22 (2009)	Proposed Work Plan
<u>\$ 295,289.00</u>	Street Improvements (Palmview)	<u>\$ 295,289.00</u>
\$ 295,289.00	Total	\$ 295,289.00

The proposed program amendment will be using surplus funding from the existing and completed project which consisted of street lighting in Tierra Linda Subdivision. The Year 22 (2009) Street Improvements line item will:

a) **create** a new project in the amount of \$24,000.00 which consists of the installation of 21 street lights in the subdivisions of: El Flaco Chiquito, Eduardo's No. 2, Pueblo de Palmas, Mi Sueno, La Homa Meadows phase I, and Buena Vida located in the Precinct No.3 area and

b) **increase** funding in the amount of \$20,977.64 to the Mile 2 project to assist with the cost of materials, construction costs, and related appurtenances as they pertain to project completion, a project environmentally cleared and included in the 2009 work plan.

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 the Hidalgo County Urban County Program office located on 1916 Tesoro Blvd in Pharr, Texas 78577 or call (956) 787-8127.

Written comments may be forwarded to:

Commissioner Joe Flores
Precinct No.3
724 North Breyfogle
Mission, Texas 78572



COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

May 31, 2011

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

Dear Diana Serna:

Please proceed with the funding of the colonia solar lights. Please utilize \$ 24,000 from the 2009 Recaptured monies (Palmview) with the remaining balance to be applied to the street improvement Mile 2 project.

If you have any questions regarding this request please contact me at 956-585-4509.

Sincerely,

Joe M. Flores
Hidalgo County Commissioner
Pct. 3



CITY OF PALMVIEW

"Moving In The Right Direction"

Mayor
Jorge G. Garcia

Mayor Pro Tem
Gerardo Perez

Councilmen
Noe Ruben Muñoz
Ricardo Villarreal
Joel Garcia Jr.

Councilwoman
Graciela S. Flores

City Manager
John V. Alaniz

Asst. Manager
Ramon Segovia

City Secretary
Aida Rivas

May 25, 2011

Commissioner Joe M. Flores
Precinct 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78574

At this time, the City of Palmview has no pending projects and is in agreement with Precinct 3 using the recaptured funds necessary to complete their current projects.

Should you have any questions, please feel free to call me at 956-222-5689 or City Manager, John Alaniz at 956-578-1930. Thank you for your time and we look forward to working with you in the future.

Sincerely,

Ramon Segovia
Asst. City Manager



CITY OF PALMVIEW

"Moving In The Right Direction"

Mayor
Jorge G. Garcia

Mayor Pro Tem
Gerardo Perez

Councilmen
Noe Ruben Muñoz
Ricardo Villarreal
Joel Garcia Jr.

Councilwoman
Graciela S. Flores

City Manager
John V. Alaniz

Asst. Manager
Ramon Segovia

City Secretary
Aida Rivas

May 25, 2011

Commissioner Joe M. Flores
Precinct 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78574

At this time, the City of Palmview has no pending projects and is in agreement with Precinct 3 using the recaptured funds necessary to complete their current projects.

Should you have any questions, please feel free to call me at 956-222-5689 or City Manager, Johnn Alaniz at 956-578-1930. Thank you for your time and we look forward to working with you in the future.

Sincerely,

Ramon Segovia
Asst. City Manager

**Contract extension - Colonia Construction grant
CC REGULAR**

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Pete de la Cruz
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program is requesting a ninety (90) day contract extension on the contract with ASAGO for the construction of sewer improvements in Colonia De Anda & Saenz in Pct. # 1 under the TDRA Colonia Construction Grant #729055.

BACKGROUND

UCP is requesting approval of a ninety (90) day contract extension due to extenuating circumstances such as that we found that a sewer section of about 680 linear feet that should have connected Colonia De Anda & Saenz to a lift station was not in place. Therefore, the contractor, ASAGO cannot complete the sewer improvements until this section is installed and completed. The additional sewer section will have to be bid out and completed before ASAGO can continue with their sewer improvements. The contract start date is November 30, 2010 and new contract end date will be August 27, 2011.

Fiscal Impact

Attachments

Link: [contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/07/2011 03:13 PM	APRV
2	Perla Lopez	Perla Lopez	06/08/2011 11:45 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:31 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 11:54 AM	APRV

Form Started By: Estella Webber
Started On: 06/06/2011 04:03 PM

Final Approval Date: 06/10/2011

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 30th day of November, 2010 by and between **HIDALGO COUNTY** (hereinafter called the "Owner, acting herein through its Judge, Ramon Garcia, and ASAGO L.L.C. dba ASAGO CONSTRUCTION) of Mission, Texas, County of Hidalgo, and 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:

TDRA PROJECT # 729055

Sewer Improvements & Yard Line Connections for Colonia De Anda, Saenz, and Perez Subdivision in the City of Mercedes ETJ area in Pct. # 1, Hidalgo County, Texas.

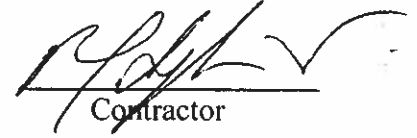
Project consists of first time main sewer lines, laterals, sewer taps, manholes, caps, caliche drive repairs, caliche street repairs, trench & trench safety, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances to Colonia De Anda & Saenz. Perez Subdivision will only include sewer taps, extension of yard service lines, connections to home discharge lines and remediation of existing septic tanks and related appurtenances

Hereinafter called the project, for the sum of **(\$148,186.00)** One Hundred Forty-Eight Thousand, One Hundred and Eight Six Dollars & Zero 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 Guzman & Munoz Engineering and Surveying, Inc. and as enumerated in Paragraph I 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 **180** 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: ASAGO L.L.C. dba
Asago Construction

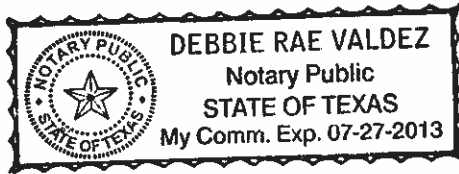
Address: 2113 Pecos St.

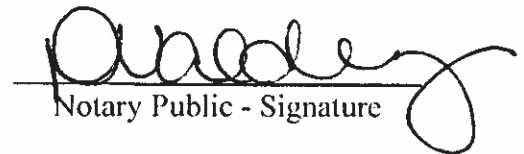
Mission, Texas 78572

Fed. I.D. #/S.S. #: 74-2821087

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 15th day of December, 2010, by Raul Iglesias, Owner/Manager of and on behalf of ASAGO L.L.C. dba Asago Construction (title) (a corporation) (a partnership) (an individual).

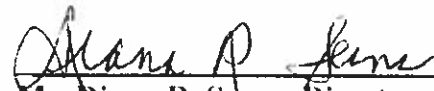



Notary Public - Signature

COUNTY OF HIDALGO

ATTEST:


Witness


Ms. Diana R. Serna, Director
Urban County Program



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valley Insurance Provider PO Drawer 3783 McAllen TX 78502		CONTACT NAME: PHONE (A/C, No., Ext): (956) 787-8536 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 2509		FAX (A/C, No.): (956) 787-7232	
INSURED Asago, LLC Asago Construction 2113 Pecos Mission TX 78572-0000		INSURER(S) AFFORDING COVERAGE INSURER A: FIRST MERCURY INSURANCE COMPANY INSURER B: AMERICAN FIRST INSURANCE COMPANY INSURER C: ROCKHILL INSURANCE COMPANY INSURER D: Essex Insurance Company INSURER E: Texas Mutual Fund Insuran INSURER F:			NAIC #

COVERAGES CERTIFICATE NUMBER: 001 REVISION NUMBER: 001

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			DRV2509Q101103-001	12/17/2010	12/17/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA4981240	11/22/2010	11/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			VRJ2509P101217-002	12/17/2010	12/17/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			TSF0001134832	08/13/2010	08/13/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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
D	Contractors Equipment			VRJ2509P101217-001	12/17/2010	12/17/2011	TIV:\$307,219 DED:2,500 Theft Ded:\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Hidalgo County Precinct No. 1-Water/Sewer Improvements Colonia Matching funds for TDR Contract #729055 for Colonia Saenz, De Anda, & Perez Subdivision.

CERTIFICATE HOLDER**CANCELLATION**

AI 001381

County Of Hidalgo /Urban County Program
 2812 S Buisness Hwy 281
 Hidalgo County New Administration Building
 Edinburg TX 78539-

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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Rehab Guidelines amendment - (Colonia)

CC REGULAR

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Pete de la Cruz
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval of an Amendment to the Hidalgo County 2008 Rehab Guidelines for Texas Department of Housing and Community Affairs (TDHCA), Office of Colonia Initiative (OCI) - Colonia Self-Help Center (SHC) Housing Assistance Program effective January 4, 2010.

BACKGROUND

The amendment is necessary to ensure compliance with the Colonia Housing Standards and Texas Government Code 2306.514. As per the monitoring report of an on site review, the amendment will amend 9 sections of the guidelines. These changes will ensure compliance with federal and state requirements and program objectives. See attachment – Guidelines Changes.

Fiscal Impact

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

BUDGETARY IMPACT:

Proposed amendment will utilize Urban County funds.

Attachments

Link: [guidelines](#)

Link: [rehab guidelines](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	06/07/2011 03:13 PM	APRV
2		Perla Lopez	Perla Lopez	06/08/2011 10:30 AM	APRV
3		Auditor's Office	Arcilia Duran	06/10/2011 11:27 AM	APRV
4		Purchasing Department	Marty Salazar	06/10/2011 11:52 AM	APRV

Form Started By: Estella Webber
 Started On: 06/06/2011 03:52 PM

Final Approval Date: 06/10/2011

SELF HELP CENTER GRANT # 728003

AMENDED GUIDELINES

The following are the (9) sections to be amended to the guidelines.
The amended changes are highlighted.

1. X **ASSISTED HOMEOWNER ELIGIBILITY – THRESHOLDS**

C. Length of Ownership: The unit to be rehabilitated must be the applicant's principal residence. [Eliminate "at least one year."]

2. XI **SELECTION OF APPLICANTS**

B. Priorities for Evaluating Applicants. All eligible applicants will be rated based on [ADD: first come first serve basis. Self Help Service Provider's scoring system as approved by the Department [ADD: will only be used] in order to establish the [ADD: need for assistance.] [Eliminate "priority of funds."] Additional points will be given to people who are 30% and below.

3. B **4. Condition of Structure**

C. **New Construction**

Eliminate language that states: "Tiebreakers will be based first upon the applicant household with the greatest number of beneficiaries, and second upon the applicant household with lowest percentage of income in relation to the income guidelines."

4. C. **Selection and Approval of Applicants.**

3. All eligible applications will be reviewed and pre-approved by the rehabilitation coordinator. Eliminate: "using the approved evaluation and scoring criteria as determined."

4. Eliminate last sentence: "Pictures of family contributing sweat equity hours will be taken by Self Help Service Provider."

5. D. **Income and Asset Limits**

2. All income will be verified from independent source documentation such as W2s for the preceding ADD "three months" and DELETE "2 year" period.

4. Eliminate the entire paragraph: "Liquid assets in excess of 10% (excluding residence) will be considered income to the household in determining eligibility."

SELF HELP CENTER GRANT # 728003

AMENDED GUIDELINES

6. XII SELECTION OF APPLICANTS, LICENSED INSPECTORS, AND WORK WRITE-UPS.

A. Eliminate entire paragraph: "Upon pre-approval of the applicant's eligibility, each application will be rated according to a priority scoring system as submitted by Self Help Service Provider. The rehabilitation coordinator will be responsible for scoring the applications with the assistance of the family support department. All completed and eligible applications will be ranked against each other in order to establish the order of priority for assistance."

B. Eliminate "after ranking the application" The rehabilitation coordinator will conduct a property inspection of the [eliminate "highest ranked"] applicants up to the...

7. XIII APPLICANTS APPROVAL

A. The rehabilitation coordinator will submit each eligible application, [eliminate "in its numerical order of ranking"]: to the County and County will

8. XIV WORK INSPECTIONS AND FINAL PAYMENTS

A. Progress Inspections

1. Eliminate "At key stages in the project, the rehab coordinator will conduct inspections. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced." Payments will be determined as each work is completed in stages (roofing, walls, framing, etc.).

8. XVII. Warranties and Liens

2. All work performed by the Self Help Service Provider will be guaranteed for a period of one (1) year ADD: "from move in date."

HIDALGO COUNTY

2008 GUIDELINES FOR COLONIA SELF-HELP CENTER (SHC) HOUSING ASSISTANCE PROGRAM REHABILITATION/RECONSTRUCTION/NEW CONSTRUCTION/ COLONIA SHC HOME REPAIR

I. INTRODUCTION

Hidalgo County ("Prime Contractor") has received Colonia Self-Help Center Program (SHC) funds administered by the Texas Department of Housing and Community Affairs ("Department"), to provide housing rehabilitation, reconstruction, new construction and/or Colonia SH home repair assistance program ("Colonia SHC Housing Assistance Program"), directed to very low, low, and to moderate income ("LMI") homeowners and their immediate family (spouse, parents, dependent children/grandchildren) who reside in the same housing unit located within the boundaries of the designated colonia areas to be identified in the County's contract. The assisted homeowners and other unassisted applicants for housing assistance are herein referred to as "applicants".

Proyecto Azteca (Self Help Service Provider), under the direction of Ms. Ann W. Cass, has appointed Saul Villarreal as the "Rehabilitation Coordinator" to administer the program and can be contacted at:

Corner of Business 83 and Cesar Chavez
P.O. Box 27
San Juan, Texas 78589
956-702-3307
Fax 956-702-3309
Saulv0808@hotmail.com

II. PROGRAM OBJECTIVES

The following objectives are provided for the implementation and administration of a successful Colonia SHC Housing Assistance Program.

- A. The primary objective of the Colonia SHC Housing Assistance Program is to provide decent, safe, and affordable housing for LMI applicant homeowners. This may be accomplished through new construction, colonia self help home repairs, rehabilitation or reconstruction. Rehabilitation or reconstruction must bring substandard, single family dwelling into compliance with HUD's Colonia Housing Standards ("CHS"). Colonia SH Home Repair must

bring the portion of the home repairs to Colonia Housing Standards (CHS).

1. Colonia SHC Housing Assistance Program Manager, herein referred to as the "rehabilitation coordinator", along with the assistance of family support department from Self Help Service Provider, will be the designated authority to administer the assistance components of the program, i.e., to take applications, verify eligibility, schedule inspections with a Texas Real Estate Commission (TREC) licensed inspector, coordinate and review work write ups and cost estimates, prepare bidding documents (material) and conduct progress inspections for submission of Housing Rehabilitation Payment Requests (draw downs).

Preliminary inspection by a third party TREC licensed inspector will done to determine what repairs are needed. The Self Help Service Provider will prepare the work write-ups based on the recommendation of the inspector.

Inspections will be required as follows: the rehabilitation/reconstruction activity will require two (2) inspections; a preliminary and a post inspection. New Construction will only require one inspection at the end of construction. Small Repairs will require one (1) preliminary inspection to determine the greatest needed items to be repaired. No post inspection will be required. A copy of the inspection report will be provided to all homeowners participating in these activities.

2. The Colonia SHC Housing Assistance Program will be operated in accordance with all the applicable rules and regulations of Hidalgo County and the Department.

III. HOUSING ACTIVITIES

A. New Construction/Reconstruction

New construction consists on building new homes on empty lots with qualifying families in the target colonias. Reconstruction consists of replacing dilapidated homes of families in the target colonia. Homes that will be constructed will have an innovative and energy efficient design that provides an affordable answer to widespread substandard housing in South Texas colonias. The home takes form as a two, three or four-bedroom, one-or-two-bath, basic wood frame house on piers and beams. Self Help Service

Provider is concentrating on building energy efficient homes. We will be using Tex-shield, efficiency windows, solar screens, low VOC paint, energy star appliances, florescent light bulbs, water conserving shower heads and faucets, additional insulation, just to name a few of the green building techniques that are used. Self Help Service Provider is working on providing zero-scape landscaping, which means providing landscaping with native plants and shrubs that require little or no maintenance, yet provide the needed shade to reduce the heat absorbed into the house.

B. Rehabilitation/Small Home Repairs

Rehabilitation consist of assisting homeowners in repairing their homes and bringing it up to Colonia Housing Standards.

Small home repair consists of assisting homeowners in doing minor home repairs that do not exceed \$3,000.

Self Help Service Provider will ensure that the house is inspected and will evaluate the feasibility of each unit and infrastructure project. Self Help Service Provider will encourage/require families to provide sweat equity in the construction or rehabilitation of their home and provide all necessary training and tools.

IV. PROPERTY ELIGIBILITY

A. Unit Characteristics

1. Only single-family units will be eligible for housing assistance. A family is defined as one or more persons living in the same household who are immediate family. Immediate family members are considered to be spouses, parents, children, and grandchildren.
2. Manufactured homes will only be considered as eligible units if they are anchored in accordance with the manufacturer's installation instructions or the generic standards approved and promulgated by the Texas Department of Housing and Community Affairs' Manufactured Housing Division.
3. For a mobile home to be eligible for reconstruction, repairs must exceed \$10,000 as determined by the TREC inspection report.

4. Reconstruction of a housing unit will consist of a replacement with a home that will meet only the current needs of the family or individual.
5. Reconstruction of a manufactured home will consist of a replacement manufactured home.

B. **Location:** Units must be located within the targeted colonia identified in the contract.

V. **CONDITION REQUIREMENTS**

- A. Upon completion of the rehabilitation or reconstruction, units must comply minimally with Colonia Housing Standards (CHS).
- B. "Suitable for Rehabilitation" is defined as a unit occupied by LMI which can be brought up to CHS with a Colonia SHC investment not to exceed \$17,500.
- C. "Unsuitable for Rehabilitation" is defined as a residential unit which has major structural conditions that were either inadequate due to original construction, or has failing foundation, floor, wall, ceiling, roof, and/or exterior systems. Systems failures or violations in electrical, plumbing, door, windows, and other building components will also be taken into consideration.

VI. **TYPES OF IMPROVEMENTS**

- A. Improvements needed to meet Colonia Housing Standards and cost effective energy measures are eligible improvements.
- B. Improvements must be physically attached to the house and be permanent in nature (e.g., sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by the Department in cases where safety or the structural integrity of the house is involved.
- C. Improvements will include as necessary lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.
- D. Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present. Availability of funds is also contingent.

- E. Required permits, if any, will be obtained by the Self Help Service Provider at their expense and will be included in the unit costs.
- F. Assistance will not be used for luxury items, including but not limited to barbeque pits, deck around swimming pool, equipment (used commercially or industrially, farm or dairy), exterior hot tubs, flower boxes, food mixers, freezers, garage door openers, greenhouses, irrigation systems, luxury doors, saunas, spas, or whirlpools, security systems, television satellite dishes, and other items.

VII. SUPPLEMENTAL IMPROVEMENTS

- A. All debris, abandoned vehicles, and derelict buildings will be removed by the Self Help Service Provider during the solid waste removal activity. The assisted homeowners will remove whatever they are physically able to remove. If not done by the resident, they will be responsible to do the removal.
- B. All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches, and light bulbs in living areas must be encased. The third party certified inspector will conduct the initial inspection.
- C. All homes must be equipped with a hard wired or battery operated smoke detector in conformance with the Federal Fire Prevention and Control Act of 1974. If a smoke detector is not in place, the Self Help Service Provider will install smoke detector upon completion of project and before final payment is made.
- D. Home inhabited by handicapped or elderly persons must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry, doorways, grab bars in bath and any other necessary improvements must be installed, if appropriate.

VIII. MAXIMUM CEILING OF HOUSING ASSISTANCE

The maximum ceiling for assistance on housing units for rehabilitating a single housing unit is \$17,500 and \$33,500 for the reconstruction of a single housing unit. (All figures exclude the cost of demolition).

IX. HOUSING ASSISTANCE

- A. **Type of Assistance** – The housing assistance provided shall be in the form of a five-year deferred payment, zero-interest forgivable loan (with the exclusion of small home repair program). A forgivable loan resembles a grant in that if the present owner retains the property for a specified period of years, no repayment is required. The forgivable loan is instituted through use of a promissory note. The assisted homeowner shall provide a mortgage lien through a deed of trust against the property to the Colonia SHC Housing Assistance Program in the amount stipulated on a related promissory note. Each year that the assisted homeowner retains ownership and resides in the home a percentage of the amount is forgiven as if it were a grant. The promissory note will be tracked by Self Help Service Provider.
- B. **Repayment Note:** If the assisted homeowner continues to occupy the home until the term of the note expires, the owner pays nothing and there are no conditions on the disposition of the property. If the property is sold or transferred, the repayment terms of the promissory note will be enforced except in those cases addressed in paragraph C, below. If the assisted homeowner for any reason ceases to reside in the assisted unit during the contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the Department. The County will randomly check for this requirement.
- C. **Accelerated Forgiveness in Certain Cases:** In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, the County may forgive any remaining loan balance.
- D. **Relocation Assistance:** Relocation assistance will not be offered.

X ASSISTED HOMEOWNER ELIGIBILITY – THRESHOLDS

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure funding, since it is expected that there will be more eligible applicants than can be served with available funds.

- A. **Income Eligibility.** The income limits to be utilized for the Colonia SHC Housing Assistance Program are the current income limits for LMI households established yearly by HUD for the Section 8

Housing Program. Income guidelines may change in accordance to HUD Section 8 Housing Program. Program will assist families at 80% moderate income and below LMI. See Section XI-A for further details.

Hidalgo County, Texas

Family Size	1	2	3	4	5	6	7	8
30% Very Low Income	9,150	10,500	11,800	13,100	14,150	15,200	16,250	17,300
50% Low income	15,250	17,450	19,600	21,800	23,550	25,300	27,050	28,800
80% Moderate Income	24,450	27,900	31,400	34,900	37,700	40,500	43,300	46,050

B. **Proof of Ownership.** The applicant must be an individual (and/or spouse) who owns and occupies a single-family residential unit within the targeted colonias identified in the County's contract. Ownership can be documented as follows:

1. possesses a valid Deed of Trust or Mortgage Deed which has been filed for record with the County Clerk's office and which included reasonable rights of redemption and quiet and peaceful possession of the property as determined by the rehabilitation coordinator;
2. possesses a life estate, which has been filed for record at the County Clerk's office;
3. maintains a 99-year leasehold interest in the property; or,
4. possesses a fee simple title to the property,
5. Contract for deeds will be accepted provided they are converted into a traditional mortgage and title to the property is obtained prior to building or repairing the home.

C. **Length of Ownership:** The unit to be rehabilitated must be the applicant's principal residence. ~~at least one year.~~

D. **Property Taxes:** Applicant must furnish evidence that all property taxes assessed on the proposed property requesting assistance have been paid prior to the award of the assistance, or the property owner qualified for and received a tax deferral as allowed by law under Section 33.06 of the Texas Property Tax Code. Should the

applicant be meeting the terms of a payment plan, then the applicant can be considered current with taxes.

E. Insurance

1. Under the Colonia SHC Housing Assistance Program, the Self Help Service Provider shall counsel and purchase fire and hazard insurance to assisted homeowners. The coverage policy shall be for one year and shall commence at completion of rehabilitation/reconstruction, and new construction (excludes small repairs). Fire and hazard insurance will be provided on behalf of the assisted homeowner by the Colonia SHC Housing Assistance Program using Colonia SHC funds. The term of the policy shall be for one year. Funds to provide insurance coverage for years after the term will be the responsibility of the homeowner.
2. If the unit is located in a flood hazard area, flood insurance must be in effect for the duration of one year. Flood insurance will be purchased on behalf of the assisted homeowner by the Colonia SHC Housing Assistance Program using Colonia SHC funds. The term of the policy shall be for one (1) year. Funds to provide insurance coverage for years after the term will be the responsibility of the homeowner.

XI SELECTION OF APPLICANTS

A. Applicant Policies

1. The Colonia SHC Housing Assistance Program will benefit the number of very low, low and moderate income households cited in the Colonia SHC contract unless a change is approved by the Department. Very low to moderate income is defined by income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with Colonia SHC funds that involves rehabilitation or reconstruction of property to provide housing is considered to benefit very low, low and moderate income persons only to the extent that such housing will, upon completion, be occupied by such persons.
2. Two (2) different agencies will be reviewing the applications. Application intake and preliminary approval will be done by Self Help Service Provider and County will make ultimate final determination of approval.

3. The Colonia SHC Housing Assistance Program will ensure that every individual is treated with fairness and consistency. The adopted guidelines will apply equally to each applicant.

B. **Priorities for Evaluating Applicants.** All eligible applicants will be rated based on first come first serve basis. Self Help Service Provider's scoring system as approved by the Department will only be used in order to establish the need for assistance. ~~priority of funds.~~ Additional points will be given to people who are 30% and below.

The following is the scoring method that will be utilized by the program.

1. **Income (maximum 30 points)**

Equal to or less than 30% of the area median income limits by household size.	40	Points
More than 30% but less than or equal to 50% of the area median income limits by household size.	20	Points
More than 50% but less than or equal to 80% of the area median income limits by household size.	10	Points

2. **Disability**

Any documented disability that requires physical changes to the house to provide accommodation.	10	Points
---	----	--------

3. **Age**

Member of Applicant Household is less than 18 years old.	20	Points
Member of Applicant Household is 62 years old or older.	20	Points

4. **Condition of Structure**

A. Rehabilitation and Small Repair Only Rehabilitation costs are estimated at less than or equal to \$9,999	20	Points
--	----	--------

Rehabilitation costs are estimated to be more than \$10,000 but less than or equal

to \$17,500. 10 Points

B. Reconstruction

Reconstruction costs are estimated at less than or equal to \$9,999 10 Points

Rehabilitation costs are estimated to be more than \$10,000 but less than or equal to \$17,500. 20 Points

C. New Construction

New construction costs are estimated to be \$33,500 20 Points

TOTAL (maximum score) 90 Points

~~Tiebreakers will be based first upon the applicant household with the greatest number of beneficiaries, and second upon the applicant household with lowest percentage of income in relation to the income guidelines.~~

C. Selection and Approval of Applicants

1. Applications will be taken by interview on a designated date, time and place, and pre-qualify the applicants who meet the eligibility criteria. Applicants who clearly do not qualify will be informed in writing immediately after their interview that they do not meet baseline eligibility criteria. Applications will be retained for a period of three (3) years.
2. Applications will be directly accepted from potential Colonia SHC Housing Assistance Program beneficiaries during regular business hours of the Self Help Service Provider. There is no deadline for applications since Self Help Service Provider takes applications year round for various programs and funding streams.
3. All eligible applications will be reviewed and pre-approved by the rehabilitation coordinator. ~~using the approved evaluation and scoring criteria as determined.~~ Applicants determined

eligible will be forwarded to Urban County Program for final approval.

4. All eligible applicants will assist in the repairs or construction of their home. Each applicant will contribute sweat equity hours as necessary. Individuals that are disabled and/or elderly will be given sweat equity hours that are in the Self Help Service Provider's hour bank. The Self Help Service Provider's hour bank are volunteer hours deposited for later use by disabled and elderly families.

They will be given the option of selecting any other family member or volunteer to do the sweat equity hours for them. Under New Construction and Reconstruction, families will need to contribute 550 hours of sweat equity. Rehab hours will be determined on a case by case basis depending on work to be done. ~~Pictures of family contributing sweat equity hours will taken by Self Help Service Provider.~~

5. Self Help Service Provider will be responsible for advertising the availability of the Colonia SHC Housing Assistance Program and for accepting applications.

D. **Income and Asset Limits**

1. The gross income of households to be benefited must not exceed 80% AMFI HUD's current Section 8 Income Limits for LMI according to household size.
2. All income will be verified from independent source documentation such as W2s for the preceding ~~three months~~^{2-year} period or a fully completed Verification of Employment (Fannie Mae Form 1005), certified letter from employer(s), benefit letter from the Social Security Administration, or copies of signed income tax returns. Income will be verified for all members of the household eighteen years of age and over.
3. Assets that can be quickly converted into cash are considered "liquid assets." These include bank accounts, stocks, bonds, mutual funds, and so on. Other assets include real estate excluding residence, number and value of cars, investments, and cash on hand.
4. ~~Liquid assets in excess of 10% (excluding residence) will be considered income to the household in determining eligibility.~~

XII SELECTION OF APPLICANTS, LICENSED INSPECTORS, AND WORK WRITE-UPS.

- A. ~~Upon pre-approval of the applicant's eligibility, each application will be rated according to a priority scoring system as submitted by Self Help Service Provider. The rehabilitation coordinator will be responsible for scoring the applications with the assistance of the family support department. All completed and eligible applications will be ranked against each other in order to establish the order of priority for assistance.~~
- B. ~~After ranking the applications,~~ The rehabilitation coordinator will conduct a property inspection of the ~~highest ranked~~ applicants up to the number of rehabilitations specified in the contract. A licensed third party TREC inspector will then conduct an inspection to determine the specific items to be repaired or replaced to bring the units up to standards and the estimated cost of those items. This list of work items will constitute the work write-up for those units.
- C. The rehabilitation coordinator will document specific conditions and determine that more than fifty percent (50%) of the house must be demolished in order to comply with CHS and/or the cost of rehabilitation will exceed the maximum amount of assistance available.
- D. When the work write-up has been completed and a cost estimate prepared, the rehabilitation coordinator will discuss the scope of work and the effect of the cost estimate with the applicant. If the estimated cost of the work write-ups does not exceed \$17,500, rehabilitation will be recommended. However, if the estimated cost exceeds the \$17,500 maximum, the applicant's property will not be considered for rehabilitation. The property may be considered for reconstruction if funds are available and the reconstruction is approved by Urban County Program.
- E. Once the applicant agrees with the scope of the work, the applicant and the rehabilitation coordinator will then sign the final work write-up and cost estimate. Work will then commence.
- F. All housing rehabilitation, reconstruction and new construction activities are required to be inspected by an individual licensed inspector by the Texas Real Estate Commission to perform home

inspections prior to finalizing the work write-up. The inspection must ensure that the construction on the house is complete, that the home is safe, and that it meets at a minimum, Colonia Housing Standards. The licensed inspector must utilize the most current Property Inspection Report as promulgated by the Texas Real Estate Commission and all items noted on the inspection report must be corrected and repaired

- G. Each assisted unit if built before 1978 will be provided information on lead based paint.

XIII. APPLICANT APPROVAL

- A. The rehabilitation coordinator will submit each eligible application, ~~in its numerical order of ranking~~ to the County and County will make the final approval on all applications. The County will send correspondence to the Self Help Service Provider on all approvals.

XIV. WORK INSPECTIONS AND FINAL PAYMENT

Progress inspections serve three purposes: a) to evaluate the Self Help Services Provider's progress; b) to confirm that applicable housing standards have been satisfactorily met; and c) to confirm that all requirements of the contract have been met to all parties' satisfaction.

A. Progress Inspections

1. ~~At key stages in the project, the rehab coordinator will conduct inspections. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced.~~ Payments will be determined as each work is completed in stages (roofing, walls, framing, etc.).
2. The same person will conduct inspections each time.
3. The electrical work must be completed by an electrician with an approved license.
4. A licensed plumber must perform all plumbing work.
5. The assisted homeowner and the rehabilitation coordinator will sign off on the Housing Rehabilitation Payment Request (Form C05) acknowledging that the work was completed and meets their approval. A total of 10% will be retained from the final payment for thirty (30) days after work is completed. The 10% will be paid after it is determined that all work was completed.

B. Final inspections by a licensed inspector.

1. When work is nearing completion, the rehabilitation coordinator will notify the licensed inspector of a specific date when the job will be ready for final inspection.
2. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification.
3. The final inspection will be as thorough and deliberate as the initial inspection. Finished carpentry, painting, backfilling, electrical fixtures, all housing assistance activities, and clean-up should be closely checked for completion.
4. The rehabilitation coordinator will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.
5. As in all construction projects, a punch list will be developed toward the end of the job. A punch list is a list of items written as specifications which constitute the work necessary to complete the contract. As a result of the final inspection, the Self Help Service Provider, with the assistance of the homeowner, will develop the punch list. Once the final inspection report clears all items, no other work items will be expected of the Self Help Service Provider.

C. Certificate of Completion and Owner Acceptance

After all items on the punch list have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution. For purposes of accountability, the Colonia SHC Housing Assistance Program must have written documentation that the assisted homeowner and rehabilitation coordinator have accepted the work.

XV. CHANGE ORDERS AND COST OVERRUNS

Efforts will be made to limit the number of changes made to the scope of work for each assisted unit. However, a typical rehabilitation/reconstruction contract cannot possibly cover or anticipate every contingency. For example, the initial inspection can easily miss termite damage, which is discovered during the course of the project. This damage cannot be ignored and an alteration in the

scope of work is required to take care of it. This alteration is authorized by means of a change order.

The change order form provided by the Department will be utilized to explain in writing any variation from the work write-up. It will become an addendum to the contract and will be specific with respect to the work to be performed, cost and the schedule. It can be initiated by any party to the contract, but must be formally approved by the assisted homeowner, the Self Help Service Provider, and the Urban County Program. Department approval prior to starting work on a change order activity is required and all TDHCA requirements will be met.

Change orders can cover any sort of revision to the contract, including: adjustments in the method by which a task is to be completed, adjustments to the specifications in the work write-up, change in scheduling, additional activities, or deleted activities.

XVI. CONFLICT OF INTEREST

- A. The conflict of interest regulations contained in the Colonia SHC contract between the County and the Department prohibit local elected officials, colonia SHC employees, and consultants who exercise functions with respect to Colonia SHC activities. Those persons who are in a position to participate in a decision-making process or gain inside information with regard to such activities, cannot receive any benefit from the Colonia SHC activity either for themselves or for those with whom they have family or business ties during their tenure or for one year thereafter.
- B. For purposes of this section, "family" is defined to include parents; mother-in-law, father-in-law, grandparents; siblings; sister-in-law, brother-in-law, and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

XVII. Warranties and Liens

- 1. When the final inspection determines that the work is completed in accordance with the contract, the rehabilitation coordinator will obtain from the homeowner an executed Affidavit of Completion, which must be in accordance to real property.
- 2. All work performed by the Self Help Service Provider will be guaranteed for a period of one (1) year from move in date. Such warranty will be stipulated in the construction contract between the Self Help Service Provider and the homeowner. For a period of one (1) year, the assisted homeowner may require Self Help Service Provider to correct defects or problems arising from his or

her work under this contract. Should the Self Help Service Provider fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

XVIII. COMPLAINTS AND DISPUTES

Complaints are either informal or formal. An informal complaint is usually made by the assisted homeowner or Self Help Service Provider to the rehabilitation coordinator. The rehabilitation coordinator will check out all problems, informal or formal immediately. The rehabilitation coordinator will deal with complaints and disputes that are unique to the project and which affect the Colonia SHC Housing Assistance Program as a whole. Urban County Program will handle problems, which cannot be resolved by the rehabilitation coordinator. Complaints that cannot be resolved at the local level will be addressed to the Department.

Formal Procedures to Resolve Complaints. A formal procedure for dealing with construction-related disputes or complaints will have the following elements:

1. The complaint will be written on a form provided by the rehabilitation coordinator.
2. Any and all kinds of disputes or complaints may be handled formally. The person filing the complaint must initiate the formal complaint process upon submission of a complaint in writing on the prescribed form.
3. The rehabilitation coordinator will be responsible for handling the complaint. If the rehabilitation coordinator is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the rehabilitation coordinator's decision to the County. If the County is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the County's decision to the Department. The decision of the Department will be binding upon all parties involved.
4. Every step of the process will be thoroughly documented and maintained in the files.

XIX. FILES AND REPORTS

The County will maintain accurate Colonia SHC Housing Assistance Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the

Department. Such files will be open for inspection as to qualifications, bids, and awards.

XX. CHANGES, WAIVERS, AND/OR CONFLICTS

- A. The County's governing body will have the right to change, modify, or revoke all or any part of these Colonia SHC Housing Assistance Program guidelines by a majority vote of the governing body. However, the Department must be informed of such changes and if the changes are substantial and do not meet the Department's requirement, Department will have the final word on the issue. No waiver will be done.

Passed and approved this 14 day of June , 2011, by the Commissioners' Court of Hidalgo County Texas.

Ramon Garcia,
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Amendment - AARA (Pct. #3)

CC REGULAR

Date: 06/14/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Public Hearing concerning a proposed 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3. The proposed amendment will provide flood drainage improvements to Basham No. 37 Subdivision for Workplan Year 22 (2009).
2. Requesting approval of a 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3. The proposed amendment will provide flood drainage improvements to Basham No. 37 Subdivision for Workplan Year 22 (2009).

BACKGROUND

The proposed 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 for Hidalgo County Precinct No. 3 will add a new activity to Flood Drainage Improvements. A Public Hearing was held on June 14, 2011 at 9:30 am. and citizen participation requirements have been met. See attached detailed advertised amendment.

The proposed 2nd Program Amendment for Precinct 3, Year 22 (2009) will add the following:

Flood Drainage Improvements activity: Basham No. 37 Subdivision - project site located at Southeast corner of Mile 5 and Palm Drive - Outfall to West Main Drain Ditch and the surrounding and abutting area. This will include but not limited to construction, engineering fees, advertisements, testing and any related appurtenances as it pertains to project completion.

Fiscal Impact

Attachments

Link: [amendment hearing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/07/2011 03:09 PM	APRV

2	Perla Lopez	Perla Lopez	06/08/2011 09:01 AM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:24 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 11:52 AM	APRV

Form Started By: Estella Webber

Started On: 06/06/2011 02:20
PM

Final Approval Date: 06/10/2011

PUBLIC HEARING NOTICE
2nd Program Amendment to the
AMERICAN RECOVERY & REINVESTMENT
ACT OF 2009 (ARRA)
HIDALGO COUNTY PRECINCT NO. 3
URBAN COUNTY PROGRAM

Date of Publication: June 10, 2011

In compliance with a Substantial Amendment to the Community Development Block Grant (CDBG) under the American Recovery and Reinvestment Act of 2009 (ARRA) requirements, Hidalgo County Precinct No. 3 will conduct a Public Hearing to solicit input from interested parties on the Precinct's amendment under the Urban County Program, Year (2009).

The Public Hearing will be held on Tuesday, June 14, 2011 at 9:30 a.m. at the Hidalgo County Commissioners' Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539.

Following is the proposed 2nd Program Amendment for your consideration:

Existing Budget	Urban County (ARRA)	Proposed Budget
\$509,653.80	Flood Drainage Improvements	\$509,653.80

The proposed amendment will **add** to its Flood Drainage Improvements activity: Basham No. 37 Subdivision - project site located at Southeast corner of Mile 5 and Palm Drive-Outfall to West Main Drain Ditch and the surrounding and abutting area. This will include but not limited to construction, engineering fees, advertisements, testing and any related appurtenance as it pertains to project completion.

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 or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:

Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

AI-27015

16.A.

Paving of Parking Lot

CC REGULAR

Date: 06/14/2011
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval to Issue Payment to Precinct 3 for supplies and materials to pave the parking lot for the Palmview III Head Start Center. Precinct 3 will purchase supplies and materials and provide free labor to complete the project. The total amount for supplies and materials is \$31,265.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 No fiscal impact - Precinct #3 will provide labor.

Attachments

Link: [Precinct 2 Project Worksheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:16 PM	APRV
2	Roland Garcia	Rolando Garcia	06/09/2011 02:07 PM	APRV
3	Perla Lopez	Perla Lopez	06/09/2011 04:47 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 11:51 AM	APRV
5	Purchasing Department	Marty Salazar	06/10/2011 11:59 AM	APRV

Form Started By: Linda Galaviz

Started On: 06/08/2011 02:10 PM

Final Approval Date: 06/10/2011

Hidalgo County Precinct # 3
Project Worksheet

Date: 5-10-11

Project: Head Start
Project Location: _____
Project Description: _____
(New Construction/Overlay/Drainage Improvement)

Caliche / Hot Mix

Vendor: Frontera Materials
Contract # C-11-006-03-21
(Expires: 4/6/12)

Vendor: Frontera Materials
Contract# C-11-006-03-21
(Expires: 4/6/12)

Length: 327/215/100
Width: 20/170/38
Thick: 6
Tons: 1700
Contract Price: X \$3.25

327/215/100
20/170/38
6
545
X \$47.23

Amount: Caliche \$5,525 Hot Mix \$25,740.35

Emulsified Asphalt Oil

Vendor: Performance Grade Asphalt Contract # E-11-102-03-07 (Expires: 6/12/11)
MS1 Oil: _____ (Gall.) X \$ _____ (Price per Gall.) = Total \$ _____

Road Striping

Vendor: Pavement Markings Contracts# E-11-007-03-28 (Exp.: 4/7/12)

4" Yellow or white reflectorized paint	_____ X	<u>\$26 lf</u>	= _____
4" Yellow or white thermo plastic	_____ X	<u>\$38 lf</u>	= _____
4" Reflectors yellow or white	_____ X	<u>\$3.40 ea.</u>	= _____
24" White Paint Stripe	_____ X	<u>\$2.80 ea.</u>	= _____
Thermoplastic Arrows	_____ X	<u>\$80.00 ea.</u>	= _____
6" x 6" Giggle Bar File, yellow or white	_____ X	<u>\$6.40 ea.</u>	= _____
24" White Thermoplastic Stripe	_____ X	<u>\$7.40 lf.</u>	= _____
Thermoplastic Words (only, school, ect.)	_____ X	<u>\$100.00ea.</u>	= _____

Total: \$ _____

RFQs - Special Services

CC REGULAR

Date: 06/14/2011
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

1. Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program’s Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as “Qualified” in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:
 Special Services RFQ #2011-003-04-15

a. Amy Jane Hermansen (Sign Language	w. Rehability Therapy Center
b. RGV Training Wheels Therapy Clinic LLC	x. Building Blocks Pediatric Rehab LTD
c. RGV Enterprises, LLC, dba/Little All Stars	y. Valley Therapy Center, Inc.
d. Childrens Care Rehab Center, LLC	z. VPC Assoc., LLC dba/Total Care Rehab
e. QTP II, dba/Quality Therapy Providers	aa. Life Skills Therapy Center, LLC
f. Primero Pasos, LLC, 1st Step Pediatric Rehab	bb. Marybel L. Pantoja, dba Speech Therapy Services, LLC
g. Best Beyond Expectation Speech Therapy, LLC	cc. Speech Success, LLC
h. Bright Therapy Solutions, LLC	dd. ProCare Thearpies, PC
i. Lifespan Rehab Center, LLC	ee. TheraCare Rehab Services, PLLC
j. Team Success, Inc.	ff. SAB & Associates Kids Abilities Childrens Rehab
k. Elsa Therapy & Wellness Center, dba/Jumpstart Therapy & Medical Clinic	gg. Melody's Kid's Care, LLC
l. Rehab Central, LLC	hh. Tauro Investment, LLC, dba/Kids Zone Childrens Rehab
m. Renaissance Outpatient Rehab Center, LLC, Zone, dba Kids Korner	ii. Therapy Associates LLC, dba/Therapy Network
n. Aptus Health Care	jj. 1st Step Ahead Rehab, LLC
o. Therapy R US Rehab Specialist, PLLC	kk. Kid Speech, Inc.
p. Dynamic Children Therapy Services, LLC	ll. Mercy Rehab Services, Inc.
q. Thanya O. Garza	mm. River Healthcare LLC, dba/Tree House Rehab
r. Southwest Medical Consultants	nn. Therapy Zone, PLLC
s. Stride, LLC, dba/Step n Stride Rehab Center	oo. Acovill Management Co. dba/Kids in Action Therapy
t. Head 2 Toe Rehab Inc.	pp. Best Care Physical Therapy PC,. dba/Advance Therapy Solutions
u. Children's Rehabilitation Clinic, LLC	
v. Kidding Around Therapy, Inc.	

2. Approval for Headstart to negotiate Contracts (in a form approved by Legal Counsels) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for Said Services and as Detailed Above Attached Hereto

BACKGROUND

Policy Council Approval: 06.08.11

Fiscal Impact

Attachments

Link: [RFQs Special Services](#)

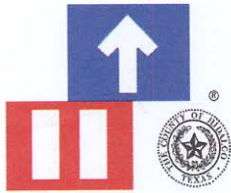
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 09:42 AM	APRV
2	Roland Garcia	Rolando Garcia	06/10/2011 02:39 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 01:15 PM	NEW

Form Started By: Linda Galaviz

Started On: 06/07/2011 04:43 PM

Final Approval Date: 06/10/2011



Hidalgo County Head Start Program Policy Council Agenda

DATE: June 8, 2011

SUBJECT: Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Medical & Dental RFQ #2011-001-04-15
2. Mental Health RFQ #2011-002-04-15
3. Special Services RFQ #2011-003-04-15

RATIONALE/NEED: Contracts need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As Specified On Services Required

RELATED INFORMATION INCLUDED: Memos, Contracts

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♣ EDINBURG, TEXAS 78540♣ TEL: (956) 383-0706 ♣ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *A. Tovar*
DATE: June 1, 2011
SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Health & Dental, Mental Health and Special Services were received on April 15, 2011. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Special Services Departments (see attached department memos).


Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2011. These providers meet the requirements.

In the area of special services we have forty four (44) providers being recommended. In comparison, we have forty three (43) Head Start Centers throughout the county. This would allow the opportunity of selecting the providers closest to each center to avoid long distance travel for the children.

Attached is a summary by RFQ category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.

Hidalgo County Head Start Program Special Services

TO: Ambrosio Tovar, Procurement Director
FROM:  Connie Horta, Special Services Director
SUBJECT: RFQ Recommendations
DATE: June 1, 2011

The RFQ packets have been reviewed. The following list of providers are being recommended for the 2011/2012 school year.

If you have any questions, please feel free to call 380-4192 or 380-4170.

Amy Jane Hermansen	Dynamic Children Therapy Services, LLC	Speech Success, LLC
RGV Training Wheels Therapy Clinic LLC	Thanya O. Garza	ProCare Therapies, PC
RGV Enterprises, LLC, dba/Little All Stars	Southwest Medical Consultants	TheraCare Rehab Services, PLLC
Children's Care Rehab Center, LLC	Stride, LLC, dab/Step n Stride Rehab Center	SAB & Associates Kids Abilities Children's Rehab
QTP II, dba/Quality Therapy Providers	Head 2 Toe Rehab, Inc.	Melody Kid's Care, LLC
Primeros Pasos, LLC, 1 st Step Pediatric Rehab	Faz Lasbasbas, LLC, dba/Weslaco Therapy Center	Tauro Investment, LLC, dba/Kids Zone Children's Rehab
Best Beyond Expectation Speech Therapy, LLC	NTC Partnership, LLC, dba/Therapy Works Rehab Services	Therapy Associates LLC, dba/Therapy Network
Bright Therapy Solutions ,LLC	Children's Rehabilitation Clinic, LLC	1 st Step Ahead Rehab, LLC
Lifespan Rehab Center, LLC	Kidding Around Therapy, Inc.	Kid Speech, Inc.
Team Success, Inc.	Rehability Therapy Center LLC	Mercy Rehab Services, Inc.
Elsa Therapy & Wellness Center, dba/Jumpstart Therapy & Medical Clinic	Building Blocks Pediatric Rehab LTD	River Healthcare LLC, dba/Tree House Rehab
Rehab Central, LLC	Valley Therapy Center, Inc.	Therapy Zone, PLLC
Renaissance Outpatient Rehab Center, LLC, dba/Kids Korner	VPC Assoc., LLC dba/ Total Care Rehab	Acovill Management Co. dba/Kids in Action Therapy
Aptus Health Care, Inc.	Life Skills Therapy Center, LLC	Best Care Physical Therapy PC., dab/Advance Therapy Solutions
Therapy R US Rehab Specialist, PLLC	Marybel L. Pantoja, dba Speech Therapy Services, LLC	



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Sign Language Services	20	15	15	15	10	75
RGV Training Wheels	20	25	20	25	10	100
RGV Enterprises, LLC dba/Little All Stars	20	25	20	25	10	100
Children's Care Rehab Center, LLC	20	25	20	25	10	100
QTP II	20	25	20	25	10	100
1 st Steps Pediatric Rehab	20	25	20	25	10	100
Best Beyond Expectation Speech Therapy, LLC	20	25	20	25	10	100
Bright Therapy Solutions	20	25	20	25	8	98
Life Span Rehab Cente, LLC	16	25	20	25	5	91
Team Success Therapy	20	25	20	25	10	100
Elsa Therapy & Wellness Center dba Jump Start Therapy & Medical Clinic	20	25	20	25	5	95



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Rehab Central LLC	20	15	15	0	0	50
Renaissance Outpatient Rehabilitation Center LLC/DBA Kids Korner	15	25	20	10	0	70
Aptus Therapy Services	5	15	15	15	5	55
Therapy R Us	10	15	20	15	0	60
Dynamic Children Therapy Services	15	15	15	15	10	70
Thanya O. Garza/Sprouting New Beginning Rehab	18	15	15	25	10	83
Southwest Medical/DBA Los Niños Pediatric	10	15	15	15	10	65
Step N Stride Center	18	25	20	25	5	93
Head To Toe Rehab	20	25	20	25	10	100
Faz Labasbas/Weslaco Therapy	20	25	20	25	5	95
Therapy Workis Rehab Services	20	15	15	25	10	85
Childrens Rehab Clinic	10	15	15	10	0	50



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Kidding Around Therapy, INC	18	25	20	25	8	96
Rehability Therapy CenterDBA/Life Skills Therapy of San Juan	20	25	15	15	5	80
Building Blocks Pediatric DBA/ABC Pediatric Rehab	20	15	15	15	10	75
Valley Therapy Center INC	20	25	20	25	10	100
Total Care Rehab	20	25	20	25	8	98
Life Skills Therapy Center, LLC`	15	25	20	25	5	90
Beyond Words Rehab Center	15	15	15	15	5	65
Speech Success, LLC	158	25	20	25	10	98
Pro Care Therapies, PC	18	25	20	25	10	98
Thera Care Rehab Services, PLLC	20	25	20	25	10	100



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Kids Abilities Children's Rehab	20	25	20	25	10	100
Melody's Kids Care, LLC	20	25	20	25	10	100
Tauro Investment LLC/DBA Kids Zone Childrens Rehab	15	25	20	25	0	85
Therapy Associates/DBA Therapy Network	18	25	20	25	5	93.
1 st Step Ahead Rehab LLC	10	0	15	15	5	45
Kids Speech INC	20	25	20	25	10	100
Mercy Kids Rehab	20	25	20	25	10	100
Riverhealth Care/DBA Treehouse Rehab	18	25	20	25	5	93
Therapy Zone PLLC	15	25	20	25	5	90
Acovell Management Co. DBA/Kids In Action Therapy	10	25	20	25	10	90
Best Care Physical Therapy PC, DBA/Advance Therapy Solutions	18	25	20	25	5	93

*NA – Agencies that have not worked with Head Start before.

**CONTRACT FOR SERVICES
DISABILITY
2011-003-04-15**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2012** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Provider Name
Provider Address

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the

minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

- E. 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.
- F. **Contract Extension.** Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.
- J. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Ramon Garcia, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

- (a) Physical Therapy & Evaluation
- (b) Occupational Therapy & Evaluation
- (c) Speech Therapy & Evaluation
- (d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
- (e) Assessment Report
- (f) Head Start Diagnostic Report
- (g) Eligibility and Determination Form
- (h) Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

- (a) Consent/release; social case history; medical referral are completed;
- (b) Transportation of clients to and from the Provider is arranged as deemed necessary;
- (c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

RFQs Medical-Dental-Mental Health

CC REGULAR

Date: 06/14/2011
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

1. Presentation of the Providers Submitting Responses to the Following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/Scoring said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

- a. Medical RFQ #2011-001-04-15 - Nuestra Clinica del Valle
Dr. Bose Industrial & Health Works
- b. Dental RFQ #2011-001-04-15 - Nuestra Clinica del Valle
Lopez Family Dentistry
Nolana Family Dental
The Children's Dentist
- c. Mental Health RFQ #2011-002-04-15 - Fina's Helping Hands
Gonzalez Counseling Services
Guzman & Associates
Professional Counseling Services, PLLC
Counseling Center of South Texas
All Valley Counseling Solutions

2. Approval for Headstart to Negotiate Contracts (in a form approved by Legal Counsels) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto

BACKGROUND

Policy Council Approval: 06.08.11

Fiscal Impact

Attachments

Link: [RFQs](#)

Form Routing/Status

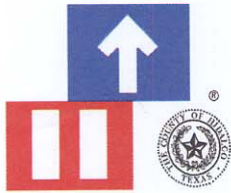
Route Seq Inbox	Approved By	Date	Status
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1	Budget & Management	Erika Zamora	06/08/2011 09:41 AM	APRV
2	Roland Garcia	Rolando Garcia	06/10/2011 02:39 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 03:09 PM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 03:19 PM	APRV
5	Purchasing Department	Marty Salazar	06/10/2011 03:20 PM	APRV

Form Started By: Linda Galaviz

Started On: 06/07/2011 08:17 AM

Final Approval Date: 06/10/2011



Hidalgo County Head Start Program Policy Council Agenda

DATE: June 8, 2011

SUBJECT: Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Medical & Dental RFQ #2011-001-04-15
2. Mental Health RFQ #2011-002-04-15
3. Special Services RFQ #2011-003-04-15

RATIONALE/NEED: Contracts need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As Specified On Services Required

RELATED INFORMATION INCLUDED: Memos, Contracts

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

A. Tovar
EG
Jerem Flores



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♣ EDINBURG, TEXAS 78540♣ TEL: (956) 383-0706 ♣ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *A. Tovar*
DATE: June 1, 2011
SUBJ: RFQ Recommendations

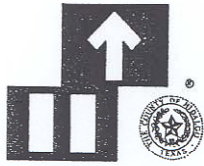
The Request for Qualification (RFQ) for Health & Dental, Mental Health and Special Services were received on April 15, 2011. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Special Services Departments (see attached department memos).

Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2011. These providers meet the requirements.

In the area of special services we have forty four (44) providers being recommended. In comparison, we have forty three (43) Head Start Centers throughout the county. This would allow the opportunity of selecting the providers closest to each center to avoid long distance travel for the children.

Attached is a summary by RFQ category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.



Hidalgo County Head Start Program
P. O. Box 0117 Edinburg, Texas 78540-0117

To: Mr. Ambrosio Tovar

From: Ms. Lupita Valdez, Health Services Director *LV*

Date: May 10, 2011

CC: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

The Request for Qualifications packets has been reviewed. I would like to advise you the following providers are recommended for the 2011-2012 Hidalgo County Head Start Program school year.

Medical: Nuestra Clinica Del Valle
Dr. Bose Industrial & Health Works

Dental: The Children's Dentist
Nuestra Clinica Del Valle
Lopez Family Dentistry
Mohammad Mirmohammadi

Mental Health: Fina's Helping Hands, Maricela Medrano, LCSW
Guzman & Associates, Tony Guzman M. ED., LPC
Counseling Center of South Texas, Maria C. Quilantan, LPC
Gonzalez Counseling Services, Amando Gonzalez, LPC
Professional Counseling Services
All Valley Counseling Solutions

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

LV



Hidalgo County Head Start Program

Health Services Department

Medical & Dental RFQ 2011-001-04-15

Mental Health RFQ 2011-002-04-15

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
MENTAL HEALTH Gonzalez Counseling Services, Amando Gonzalez	20	25	20	25	10	100
Maria Quilatan Counseling Center of South Texas	20	25	20	25	10	100
Professional Counseling Services PLLC	20	25	20	25	10	100
All Valley Counseling Solutions	20	25	20	25	10	100
Maricela Medrano Fina's Helping Hands	20	25	20	25	10	100
Tony Guzman Guzman & Associates	20	25	20	25	10	100
MEDICAL/DENTAL Industrial & Family Medicine, Dr. Bose M.D	20	25	20	25	10	100
George M. Angelos The Children's Dentistry	20	25	20	25	10	100
Nuestra Clinica del Valle	20	25	20	25	10	100
Lopez Family Dentistry	20	25	20	25	10	100
Mohammad Mirmohammadi Nolana Family Dental	20	25	20	25	10	100

**CONTRACT FOR SERVICES
MEDICAL & DENTAL
2011-001-04-15**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The “Agreement”) is made effective the **1st** day of **August, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter “The Program”) a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter “Provider”) to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This agreement terminates on the **31st** day of **July, 2012** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants’ (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "service") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

PROVIDER NAME
PROVIDER ADDRESS

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq.,

Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.
- J. Providers must have procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Ramon Garcia, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services-Dental Health Services

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at his/her respective practice on the initial visit. The “**Dental Health Form**” will be shown with date of exam, signature of the Provider, referral and or treatment done.
2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
 1. A visual examination
 2. X-Rays
 3. Prophylaxis(cleaning)
 4. Nutritional Counseling
 5. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral- If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended “List of Providers” by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of “**HEAD START: Dental Health Form**” signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider’s records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
7. The Provider’s statement, which lists the child’s name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider’s name after every examination day
9. Providers must have procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business Associates must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child’s parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide “**HEAD START: Dental Health Form**” with child’s name and address.

CONTRACT FOR SERVICES
MENTAL HEALTH
2011-002-04-15

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as mutually agreed to by the parties. This agreement terminates on the **31st** day of **July, 2012** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and

Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attachment hereto and incorporated herein at this points for all purpose (the “services”) provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

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P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program’s fee schedule, a copy of which is attached as Exhibit “B” hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

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PROVIDER NAME
PROVIDER ADDRESS

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PROVIDER:

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Ramon Garcia, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

- (a) Assist in planning mental health program activities.
- (b) Provide workshop/in-service training on mental health topics to Head Start staff/parents.
- (c) Perform Classroom Observations
- (d) **Submit a typed written report on findings and recommendations to the Head Start Program b two weeks from date of referral.**
- (e) Provide Developmental Evaluation for children to determine nature of problem and /or rule out medical problems.
- (f) Provide individual and/or family counseling to those Head Start Children and Families that are referred.
- (g) Advise in the utilization of other community resources and referrals.
- (h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
- (i) Indemnification- The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, data and information to Provider:

- (a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff or parental concern.**
- (b) Information released on a referral form will remain specific to the need for referral and services being requested.
- (c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS OF CONTRACT:

1. The provider shall commence services on, September 2011 and shall complete services no later than August 2012. **Note:** All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Association must be in HIPPA Compliance.

IN-KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
 - (a) Classroom Observation and recommendation
 - (b) Developmental evaluation
 - (c) Individual/ family counseling (per hour)
 - (d) Workshop/In-Service/Training

AI-27030

17.A.

**Execution of Easement and Access Agreement- Silver Spur Road Project
CC REGULAR**

Date: 06/14/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for County Judge to Execute Easement and Access Agreement between the County of Hidalgo and Hidalgo County Irrigation District No. One for the Silver Spur Road Project.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [AI-27030](#)

Form Routing/Status

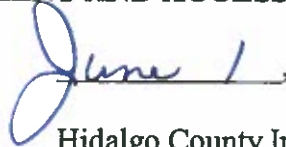
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:40 PM	APRV
2	Olga Garza	Olga Garza	06/08/2011 04:47 PM	APRV
3	Auditor's Office	Arcilia Duran	06/10/2011 11:41 AM	APRV
4	Purchasing Department	Marty Salazar	06/10/2011 12:28 PM	APRV

Form Started By: Sandra Garcia Started On: 06/08/2011 03:55 PM
Final Approval Date: 06/10/2011

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.

EASEMENT AND ACCESS AGREEMENT

Date:

 2011

First Party:

Hidalgo County Irrigation District No. One

First Party's Mailing Address:

Hidalgo County Irrigation District No. One
P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Second Party:

Hidalgo County

Second Party's Mailing Address:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Hidalgo County, Texas 78541

First Party's Property:

That certain real property located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Easement Purpose:

For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property:

For First Party and First Party's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the First Party's Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

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.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property is 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." The conveyance of this Easement is made by First Party excluding any warranty of title, express or implied. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this Agreement:

1. *Duration of Easement.* The Easements shall continue only so long as Second Party uses First Party's Property for the Easement Purpose as provided herein.

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 the Easement Purpose. Notwithstanding anything herein to the contrary, Second Party acknowledges and agrees that it shall not grant any third party easement rights on, under or over the Easement Property and that any public use and/or rights to the Easement Property shall not include the installation of electric, mineral, fiber optic or other utility lines because of the limited purpose of the Easements.

3. *Use and Location of Easements.* Second Party may make improvements to First Party's Property, including but not limited to the right to erect, construct, install, expand, dig and maintain a roadway and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove a roadway only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party's irrigation system.

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 Property 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. *Attorneys' Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorneys' 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.

17. *Acceptance by Second Party Without Warranty.* Second Party, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against First Party in the event of discovery of any defects of any kind, latent or patent. Second Party acknowledges and agrees that First Party has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the First Party’s Property or any portion thereof, and (1) FIRST PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) FIRST PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

18. *Indemnity.* Second Party shall, to the extent allowed by law, indemnify, protect, defend and hold harmless First Party, and its directors, partners, officers, employees, agents, successors and assigns (the “Indemnified Parties”), from and against any and all claims, costs, liabilities, losses, damages, injuries, judgments, and expenses (collectively, “Claims”) including, without limitation, attorneys’ fees, court costs, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and other legal expenses, arising out of or resulting from any injury or death to any person or injury to any property, received or sustained by any person or persons or property, arising out of, occasioned by, or related in any way, directly or indirectly, to the entry on First Party’s Property by Second Party, its agents, employees or contractors. The Indemnified Parties shall give Second Party prompt notice of any Claims coming within the purview of this indemnity. Upon the written request of the Indemnified Parties, Second Party shall, to the extent allowed by law, assume the defense of any Claims against the Indemnified Parties with counsel reasonably acceptable to the Indemnified Parties and will permit the Indemnified Parties, at their expense, to participate in the defense thereof. The provisions of this Section 18 shall survive the expiration of this Agreement and shall be binding upon Second Party and its successors and assigns.

19. *Insurance.* Second Party shall provide First Party, on or before the execution of this Agreement, with a certified copy of Second Party's commercial general liability insurance policy with all endorsements attached thereto, which policy shall have at least One Million and No/100ths Dollars (\$1,000,000.00) single limit liability for each occurrence. Such insurance policy shall list First Party as an additional insured under the policy, which policy shall include a contractual liability endorsement to cover Second Party's obligations under this Agreement. Coverage under the policy as it pertains to First Party shall apply on a primary and noncontributory basis with any other insurance available to First Party, and the insurer will not seek contribution from any other insurance of First Party, whether primary, excess, or contingent, and even though such other insurance provides that it is primary insurance. Coverage under the policy shall be on an occurrence rather than a claims made basis. The policy shall also be endorsed to provide that First Party will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days before the effective date of such cancellation or amendment. Second Party shall not violate, or permit to be violated, any conditions of said insurance policy, and Second Party shall at all times satisfy the requirements of the insurance company writing said policy. The failure to provide such policy in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement.

[Signature Page Follows]

FIRST PARTY:

Hidalgo County Irrigation District No. One

By: Robert L. Bell, Jr.
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

SECOND PARTY:

Hidalgo County

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 1, 2011 by Robert L. Bell, Jr., President of HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, in the capacity therein stated.



Estella Garza
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2011 by _____, of HIDALGO COUNTY, in the capacity therein stated.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

A. Kirby Cavin
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT A



**METES AND BOUNDS DESCRIPTION
0.034 ACRES OF LAND
HIDALGO COUNTY WATER CONTROL
& IMPROVEMENT DISTRICT
HIDALGO COUNTY, TEXAS**

A tract of land containing 0.034 acre of land situated in Hidalgo County, Texas and also being a part or portion of **HIDALGO COUNTY WATER CONTROL & IRRIGATION DISTRICT No. 1**, and said 0.034 acre of land also being more particularly described as follows:

BEGINNING on the North right-of-way line of U.S. Highway 83 and the West right-of-way line of said H.C.W.C. & I.D. No. 1 and East right-of-way line of a 40.00 foot right-of-way, recorded in Volume 8, Page 47, H.C.M.R., for the southwest corner of this tract and **POINT OF BEGINNING**;

THENCE, N 53° 08' 52" E, along the common line of said H.C.W.C. & I.D. No. 1 and said 40.00 foot right-of-way, a distance of 183.42 feet to an outside corner of said H.C.W.C. & I.D. No. 1, for the most northerly corner of this tract;

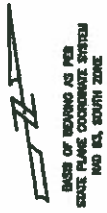
THENCE, S 47° 55' 16" W, a distance of 178.46 feet to the North right-of-way line of said U.S. Highway 83, for the southeast corner of this tract;

THENCE, N 56° 11' 54" W, along the North right-of-way line of said U.S. Highway 83, a distance of 17.23 feet to the **POINT OF BEGINNING**, containing 0.034 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone**.

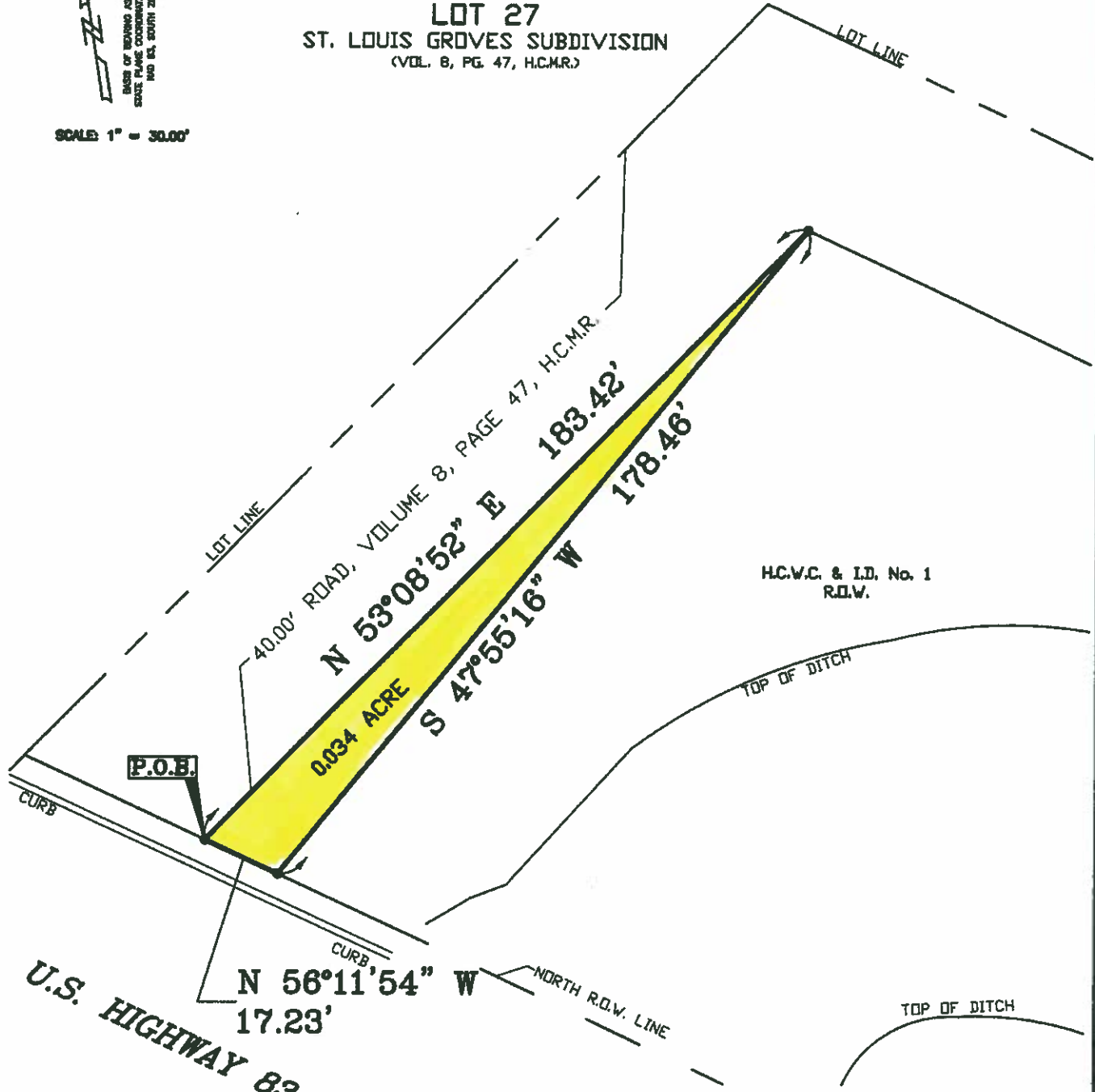
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON APRIL 19, 2011.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC



SCALE: 1" = 30.00'

LOT 27
ST. LOUIS GROVES SUBDIVISION
(VOL. 8, PG. 47, H.C.M.R.)



H.C.W.C. & I.D. No. 1
R.O.W.

U.S. HIGHWAY 83

PLAT SHOWING
0.034 OF ONE ACRE
OUT OF H.C.W.C. & I.D. No. 1 CANAL R.O.W.
HIDALGO COUNTY, TX

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"CVQ Land Surveyors, LLC".



SURVEYED DATE:	04/20/11
JOB No.:	101004
DRAWN BY:	PT
CHECKED BY:	C.V.
REVISIONS:	

AI-27026

18.A.

**Waiver of New Employee Enrollment Procedures
CC REGULAR**

Date: 06/14/2011
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufrazio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Requesting approval to waive new employee enrollment procedures to fill Financial Accounting Supervisor position, slot no. 0005.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Waiver](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:21 PM	APRV
2	Erika Zamora	Erika Zamora	06/08/2011 04:54 PM	APRV
3	Auditor's Office	Arcilia Duran	06/08/2011 05:16 PM	APRV
4	Purchasing Department	Marty Salazar	06/09/2011 02:36 PM	APRV

Form Started By: Maria Medina
Started On: 06/08/2011 03:40 PM
Final Approval Date: 06/09/2011

**COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM**

No: _____

DATE: June 8, 2011 MEETING DATE REQUEST: June 14, 2011
DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO
DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577


RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: REGULAR AGENDA

Approval to waive new employee enrollment procedures to fill Financial Accounting Supervisor position,
slot no. 0005.

BACKGROUND: (Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)

BUDGETARY IMPACT: \$0

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____
DEPT/FUND NO: _____ AMT EXPENDED: \$ _____ FUNDS/STAFFING BUDGETED: Yes _____ No _____
ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES _____ No _____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AI-26955

19.A.

**Funding Agreement for Border Colonia Access Program Amendment No.4
CC REGULAR**

Date: 06/14/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Colonia Access Program **Sub-category:** CAP

Information

CAPTION

Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program 3rd Call (Amendment No.4).

1. The amendment extends the contract by one year.
2. Officially cancels one population allocation project (L&P Subdivision).
3. Officially cancels one competitive project (Miller Resub Lot A Subdivision).

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	
No Fiscal Impact	

Attachments

Link: [Funding Agreement Amendment No.4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/06/2011 03:29 PM	APRV
2	Erika Zamora	Erika Zamora	06/09/2011 10:26 AM	APRV
3	Auditor's Office	Monica Badillo	06/09/2011 10:47 AM	APRV
4	Erika Zamora	Erika Zamora	06/09/2011 03:24 PM	APRV
5	Purchasing Department	Marty Salazar	06/09/2011 03:31 PM	APRV

Form Started By: Marcie Jackson
Started On: 06/06/2011 02:39 PM

Final Approval Date: 06/09/2011

County: Hidalgo

Contract 8BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #4**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, and on the 13th day of August 2010 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and,

WHEREAS, the contract identified funding for specific population-allocation and competitive projects, two of which are no longer eligible to use additional Program funds;

WHEREAS, it has also become necessary to extend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Article 3, Schedule, is voided in its entirety and replaced with the following:

Upon final execution of this Agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not let the construction contract within four (4) years of the execution of this Agreement or complete the Project within five (5) years of the execution of this Agreement, this Agreement will be terminated in accordance with the provisions of Article 9, Termination.

Article 9, Item c is voided in its entirety and replaced with the following:

Project is not let within four (4) years of the original execution of this agreement, or the Project is not completed within five (5) years of the original execution of this agreement.

Attachment B, Project Budget, is voided in its entirety and replaced with the new Attachment B, Project Budget, attached to this amendment.

Attachment C, Project Applications, deletes and adds the following project applications, with resulting under-run funding available for use according to Program rules and guidelines:

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Deleted Project Applications					
HIDALGO	M1080362	L&P Subdivision	Repaving & Drainage	0.24	\$117,988.82
HIDALGO	M1080465	Miller Resub Lot A	Repaving & Drainage	0.16	\$137,002.93
Added Project Application					
HIDALGO	M1080465	Miller Resub Lot A	Repaving & Drainage	0.16	\$3,792.99

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they present.

IN WITNESS WHEREOF, THE STATE AND LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

By: _____

Honorable Ramon Garcia

Printed Name

County Judge

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Mario Jorge, P.E.

District Engineer, Pharr District

Date

Attachment B
Project Budget

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080882	La Flor Estates	7,638.00	84,329.25	91,967.25
HIDALGO	M1080790	Village Grove #2		42,407.91	42,407.91
HIDALGO	M1080397	La Suena	126,020.00	231,579.36	357,599.36
HIDALGO	M1080600	Randolph Barnett #1	30,610.00	60,000.00	90,610.00
HIDALGO	M1080606	Regal Estates	71,110.00	120,000.00	191,110.00
HIDALGO	M1080406	Las Brisas	47,500.00	130,000.00	177,500.00
HIDALGO	M1080883	La Flor Gardens	7,636.00	84,329.25	91,965.25
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00
HIDALGO	M1080348	Jardin Terrace Subdivision	46,510.00	140,000.00	186,510.00
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95
HIDALGO	M1080687	South Palm Gardens Estates #1		58,759.11	58,759.11
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95
HIDALGO	M1080886	Laborcita	5,124.00	54,900.48	60,024.48
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17
HIDALGO	M1080063	Balli Estates		536,612.27	536,612.27
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43
HIDALGO	M1080310	Havana Lomas #4	28,710.00	104,890.95	133,600.95
HIDALGO	M1080111	Blue Star Enterprises #2	84,050.00	203,163.72	287,213.72
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71
HIDALGO	M1080319	High Point Subdivision		121,186.80	121,186.80
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080932	Indian Hills East		1,260,219.06	1,260,219.06
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78
HIDALGO	M1080234	Dude Hill #1	28,335.00	60,000.00	88,335.00
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96
HIDALGO	M1080688	South Palm Gardens Estates #2		48,602.00	48,602.00
HIDALGO	M1080311	Havana Lomas #5	25,150.00	65,000.00	90,150.00
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00
HIDALGO	M1080587	Ramirez Subdivision	26,910.00	50,000.00	76,910.00
HIDALGO	M1080588	Ramirez Subdivision #2	20,560.00	50,000.00	70,560.00
HIDALGO	M1080589	Ramirez Subdivision #3	31,160.00	34,961.95	66,121.95
HIDALGO	M1080863	Colonia Esperanza #2	19,118.00	85,605.53	104,723.53
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.00	698,613.18

Border Colonias 3rd Call

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080120	Brenda Gay	\$10,800.00	\$99,156.41	\$109,956.41
HIDALGO	M1080860	Chapa 2 (SL9)	\$68,400.00	\$274,668.56	\$343,068.56
HIDALGO	M1080232	Colonia Boyce (for Donna R.O.W.)	\$0	\$134,547.58	\$134,547.58
HIDALGO	M1080362	L & P Subdivision	\$18,000.00	\$99,988.82	\$117,988.82
HIDALGO	M1080423	Los Castillos Estates	\$0	\$81,524.23	\$81,524.23
HIDALGO	M1080895	Mary Ann	\$28,800.00	\$219,668.66	\$248,468.66
HIDALGO	M1080181	Colonia Saenz	\$16,200.00	\$50,818.91	\$67,018.91
HIDALGO	M1080779	Valley View Estates	\$8,368.00	\$136,555.34	\$144,923.34
HIDALGO	M1080421	Loma Linda Heights Subdivision	\$161,250.00	\$489,497.50	\$650,747.50
HIDALGO	M1080141	Casa De Los Vecinos	\$114,490.00	\$423,757.12	\$538,247.12
NOTE: Remainder of non-competitive funds awarded to Hidalgo County that may be used for other eligible colonia project over runs.					\$145,514.55 \$133,503.37

Border Colonias 3rd Call

2008 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs (\$)	Eligible Roadway Costs (\$)	Total Eligible Project Costs (\$)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53
HIDALGO	M1080465	Miller Resub Lot A	60,965.00	76,037.83	137,002.83
HIDALGO	M1080465	Miller Resub Lot A	0.00	3,792.99	3,792.99
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18
NOTE: Remainder of competitive funds awarded to Hidalgo County that may be used in accordance with Program competitive under-run guidelines.					\$133,209.84

Attachment C
Project Applications

TEXAS DEPARTMENT OF TRANSPORTATION

3rd Call Border Colonia Access Program

2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

HIDALGO COUNTY PHARR
 Nominating County TxDOT District

MILLER RE-SUBDIVISION LOT A (EDAP# M1080465) Detail Number
 Name of Colonia & Texas Water Development Board ID# (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
 Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. **DO NOT SEND A HAND DRAWN SKETCH**

Type of Project and Length in Miles:

Paving:	<u>0.078 Miles</u>	Repaving:	<u>0.078 Miles</u>
Drainage: Pipe	<u>0.038 Miles</u>	Curb & Gutter	<u>0.320 Miles</u>
Culverts	<u>N/A</u>	Detention Pond	<u>N/A</u>

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:

- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost:	\$70,037.83 <u>0</u>	Total Drainage Cost:	\$60,965.00 <u>\$3,792.99</u>
(Include Management, Engineering Design, and Inspection, etc)			
Total Estimate of the Project Costs:	\$137,002.83 <u>\$3,792.99</u>		<u>\$3,792.99</u> *

School Bus Route: (Check the following)

Is the proposed work on a school bus route? Yes No

Would the proposed road be considered a future school bus route? Yes No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by March 31, 2008.

City of San Juan requested cancellation of this project after 90% complete construction plans had been prepared.

AI-27008

19.B.

**BCAP (intent to close) 2nd Call projects
CC REGULAR**

Date: 06/14/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Colonia Access Program

Sub-category: CAP

Information

CAPTION

Presentation, consideration, discussion, acceptance and approval to Notify TXDOT of county's intent to close the 2nd call (closing date July 8, 2011) - Border Colonia Access Program Projects.

BACKGROUND

Fiscal Impact

Attachments

Link: [Letter to TxDOT - Closure of HCBCAP 2nd Call Projects](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/09/2011 09:31 AM	APRV
2	Erika Zamora	Erika Zamora	06/09/2011 10:39 AM	APRV
3	Auditor's Office		06/10/2011 03:21 PM	NEW
Form Started By: Marcie Jackson			Started On: 06/08/2011 12:02 PM	
Final Approval Date: 06/10/2011				

13 June 2011

Mario Jorge, P.E.
Texas Department of Transportation
Attention: Sharon Slagle, Colonia Project Manager
600 West Expressway 83
Pharr, TX 78577

RE: Closure of Hidalgo County's 2nd Call BCAP Projects

Dear Mr. Jorge;

This letter will serve as notification of Hidalgo County's intent to finalize and close the 2nd Call Border Colonias Access Program (BCAP) projects. The effective date of the completion of 2nd Call BCAP projects will be 8th July 2011. Hidalgo County and TXDOT staff will be reconciling the financial part of the program. The County anticipates financial records should be reconciled by the first week of July 2011.

Additionally, it is Hidalgo County's intent to roll over identified remaining 2nd Call BCAP projects to the 3rd call for which the program has already reimbursed plan development. According to County records, all 2nd-call Border Colonia Access Program projects have been completed or canceled, with the following exceptions:

Precinct No. 1:

- * El Mesquite, 2C1080244, construction plans approved by TxDOT on 01/31/07
- * North Capisallo, 2C1080495, construction plans approved by TxDOT on 04/27/07
- * Bernal Heights, 2C1080103, construction plans approved by TxDOT on 04/27/07
- * Dimas #3, 2C1080230, construction plans approved by TxDOT on 05/16/07

Precinct No. 2

- * Southside Village, 2C1080693, construction plans approved by TxDOT on 03/29/11
- * Tiny Acres, 2C1080740, construction plans approved by TxDOT on 03/27/08
- * Pentecostal, 2C1080557, construction plans approved by TxDOT on 05/03/11
- * Val Bar, 2C1080767, construction plans approved by TxDOT on 12/17/10

Precinct No. 3

- * Acosta, 2C1080015, construction plans approved by TxDOT on 06/02/10
- * Havana, 2C1080312, construction plans approved by TxDOT on 06/02/10
- * Acevedo #4, 2C1080014, construction plans approved by TxDOT on 05/27/2011
- * Hilda #3, 2C1080325, construction plans approved by TxDOT on 04/21/11
- * La Homa Rd. South, 2C1080385, construction plans approved by TxDOT on 05/27/2011
- * Munoz Estates, 2C1080488, construction plans approved by TxDOT on 06/02/10

In addition, all 2nd-call invoicing will be completed by 29th June 2011 at which time the County will take steps to close out records for the County's 2nd Call Program. Please cancel these fourteen 2nd-call projects, acknowledging that construction plans are complete and approved by TxDOT.

After reconciliation of 2nd-call records and agreement on 2nd-call allocation and competitive over/under runs, the County is requesting TxDOT approval for construction of some or all of these 14 projects listed above to be accomplished using already approved construction plans and applicable 3rd Call statutory funding with BCAP under-run funds.

If you have any questions, feel free to call me.

Cordially,

Agapito Vargas, Jr. Executive Director
Hidalgo County Colonias Access Program

CC: County Judge Ramon Garcia, Hidalgo County
Commissioner Joel Quintanilla, Hidalgo County Precinct No. 1
Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No. 2
Commissioner Jose M Flores, Hidalgo County Precinct No. 3
Commissioner Joseph Palacios, Hidalgo County Precinct No. 4
Valde Guerra, Hidalgo County Commissioner's Court Executive Officer
Ray Eufrazio, Hidalgo County Auditor
Linda Fong, 1st Assistant Auditor, Hidalgo County
Katia Garcia, Grants Accountant
Martha Salazar, Hidalgo County Purchaser
Yvette Isles, Buyer III
Eduardo Gonzalez, Executive Assistant of Community and Governmental Relations,
Precinct 1
John Paul Lugo, BCAP County Wide Coordinator
Raul Silguero, Chief Administrator, Precinct No. 2
Eralio Palacios, BCAP County Wide Coordinator
Mona Parras, Chief Administrator, Precinct No. 3
Norma Ceballos, Executive Assistant, Precinct No. 3
Marcos Lopez, Chief Administrator, Precinct No. 4
Humberto Garza, Field Operations Director, Precinct No. 4
Gloria Beltran, Executive Assistant, Precinct No. 4
Project Files

AI-27032

20.A.

**Planning Department
CC REGULAR**

Date: 06/14/2011
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

Discussion and Possible Action to waive \$30 Utility Certificate Fee for Hidalgo County Pct. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:22 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/08/2011 04:29 PM	APRV
3	Olga Garza	Olga Garza	06/08/2011 04:47 PM	APRV
4	Auditor's Office	Arcilia Duran	06/09/2011 09:17 AM	APRV
5	Purchasing Department	Marty Salazar	06/09/2011 02:54 PM	APRV

Form Started By: Nora Cavazos
Started On: 06/08/2011 04:09 PM

Final Approval Date: 06/09/2011

**Planning Department
CC REGULAR**

Date: 06/14/2011
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

- 1. Final Approval with Financial Guarantee:
 - a. Vaquero Estates Phase I Subdivision – Pct. 1 (Norberto Salinas)

- 2. Partial Reimbursement of Cash Deposit/Replacement with Letter of Credit:
 - a. Resaca Escondida Subdivision – Pct. 1 (Abel Gonzales)

BACKGROUND

Fiscal Impact

Attachments

Link: [Vaquero Estates Phase I; Final](#)
Link: [Vaquero Estates; Plat](#)
Link: [Resaca Escondida; Reimbursement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 03:15 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/08/2011 03:30 PM	APRV
3	Olga Garza	Olga Garza	06/08/2011 04:01 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	PEND
Form Started By: Nora Cavazos			Started On: 06/08/2011 02:50 PM	
Final Approval Date: 06/10/2011				



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: June 14, 2011

RE: **Vaquero Estates Phase I Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Vaquero Estates Phase I Subdivision is a sixty four (64) residential lot and seven (7) commercial lot subdivision located on the East side of FM 1015 approximately ¼ mile North of Mile 10 North Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by 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 December 8, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on FM 1015 that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from First National Bank in the amount of \$106,500.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of seventy one (71) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **June 13, 2011**.

VAQUERO ESTATES PHASE I

A 46.91 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 1067 AND 6.82 ACRES OUT OF FARM TRACT 1070, WEST AND ADAMS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2167123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT

AS OWNER OF THE 46.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VAQUERO ESTATES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
 (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

5/18/11
DATE

BETO SALINAS FLORES GROUP, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 9TH STREET
MISSION, TX 78572
TELEPHONE: (361) 584-5555

METES AND BOUNDS

A 46.91 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 1067 AND 6.82 ACRES OUT OF FARM TRACT 1070, WEST AND ADAMS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2167123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE NORTHWEST CORNER OF FARM TRACT 1067 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE EAST, ALONG THE NORTH LINE OF FARM TRACTS 1067 AND 1070, PASSING A 1/2" IRON ROD FOUND AT 81.00 FEET FOR THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,536.07 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE SOUTH, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 90.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 270.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE EAST, A DISTANCE OF 19.33 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE SOUTH, A DISTANCE OF 820.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE WEST, A DISTANCE OF 19.33 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE SOUTH, A DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF FARM TRACT 1070 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE WEST, ALONG THE SOUTH LINE OF FARM TRACTS 1067 AND 1070, PASSING A 1/2" IRON ROD FOUND AT 1,476.07 FEET FOR THE EAST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,536.07 FEET TO A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE SOUTHWEST CORNER OF FARM TRACT 1067 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE NORTH, ALONG THE WEST LINE OF FARM TRACT 1067 AND WITHIN THE RIGHT OF WAY OF F.M. 1015, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 46.91 ACRES OF LAND MORE OR LESS.

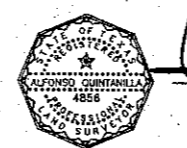
BEARINGS ARE IN ACCORDANCE WITH V.A. BLACK SUBDIVISION, RECORDED IN VOLUME 19, PAGE 178, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

9-27-10
DATE

ALFONSO QUINTANILLA
R.P.L.S. No. 4856



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 or names), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Adams Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned right is granted. The easement hereby granted shall not exceed 15" in width, and Grantor is hereby authorized to designate the course of the easement, herein conveyed except that when the pipeline 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 shall be 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 or installation, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of lawfully relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15" in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, replacement, repair, relocation 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 consents that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, replacement, repair, relocation 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 consents that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement hereby granted was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title 19 of the United States Code, 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 10th day of MAY 2011.

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	S 45°00'00" W	35.36'
L2	S 45°00'00" E	35.36'
L3	N 43°53'41" W	34.67'
L4	N 45°17'01" E	36.14'
L5	N 03°17'05" E	10.55'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH
"A"	75°00'00"	50.00'	65.45'
"B"	03°10'45"	12,060.30'	37.70'
"C"	00°31'21"	12,060.30'	110.00'
"D"	00°31'22"	12,060.30'	110.00'
"E"	00°31'22"	12,060.30'	110.00'
"F"	00°31'15"	12,060.30'	85.07'
"G"	00°39'26"	12,060.30'	138.35'
"H"	00°01'50"	11,939.74'	6.58'

- THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION AS REQUIRED BY THE CITY OF WESLACO.
- 4'-0" SIDEWALKS ARE REQUIRED ALONG INTERIOR STREETS AND ALONG F.M. 1015 AT TIME OF BUILDING PERMIT.
- NO ACCESS WILL BE ALLOWED FROM F.M. 1015 ON TO LOTS 1 AND 28, AND FROM KENNEDY STREET, ROOSEVELT STREET, TRUMAN STREET, AND THE EXISTING 20.00 FOOT ALLEY ON TO LOTS 17 THROUGH 24.
- A BUFFER FENCE WILL BE REQUIRED TO BE INSTALLED BY DEVELOPER ALONG THE REAR LOT LINES OF LOTS 23 THROUGH 35.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I, WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO, ON _____ DATE _____

Mayor of the City of _____ Date _____

ATTEST: Secretary of the City of _____ Date _____

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I, WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING OF THE CITY OF WESLACO, ON _____ DATE _____

Chairperson of the City of _____ Date _____

ATTEST: Secretary of the City of _____ Date _____

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DATE _____

Hidalgo County Judge _____ Date _____

ATTEST: Hidalgo County Clerk _____ Date _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

5-17-11
DATE

ALFONSO QUINTANILLA
P.E. No. 48534

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VAQUERO ESTATES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DATE _____

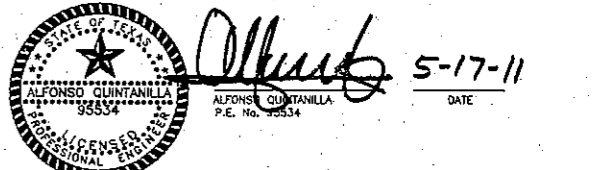
HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

INDEX OF SHEETS

SHEET 1 - HEADSHEET: LOCATION MAP AND E.T.A. PRINCIPAL CONTACTS; MAP; LOT, STREET, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL; CERTIFICATE OF COUNTY CLERK; HIDALGO COUNTY R.O.W. CERTIFICATION; HIDALGO COUNTY RECORDING CERTIFICATE; H.C.D. No. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE; REVISION NOTES.

SHEET 2 - WATER DISTRIBUTION AND SANITARY SEWER (DWSP) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSP AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), SUBDIVISOR CERTIFICATE & STATEMENT.

SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALE; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEERING CERTIFICATION; REVISION NOTES.

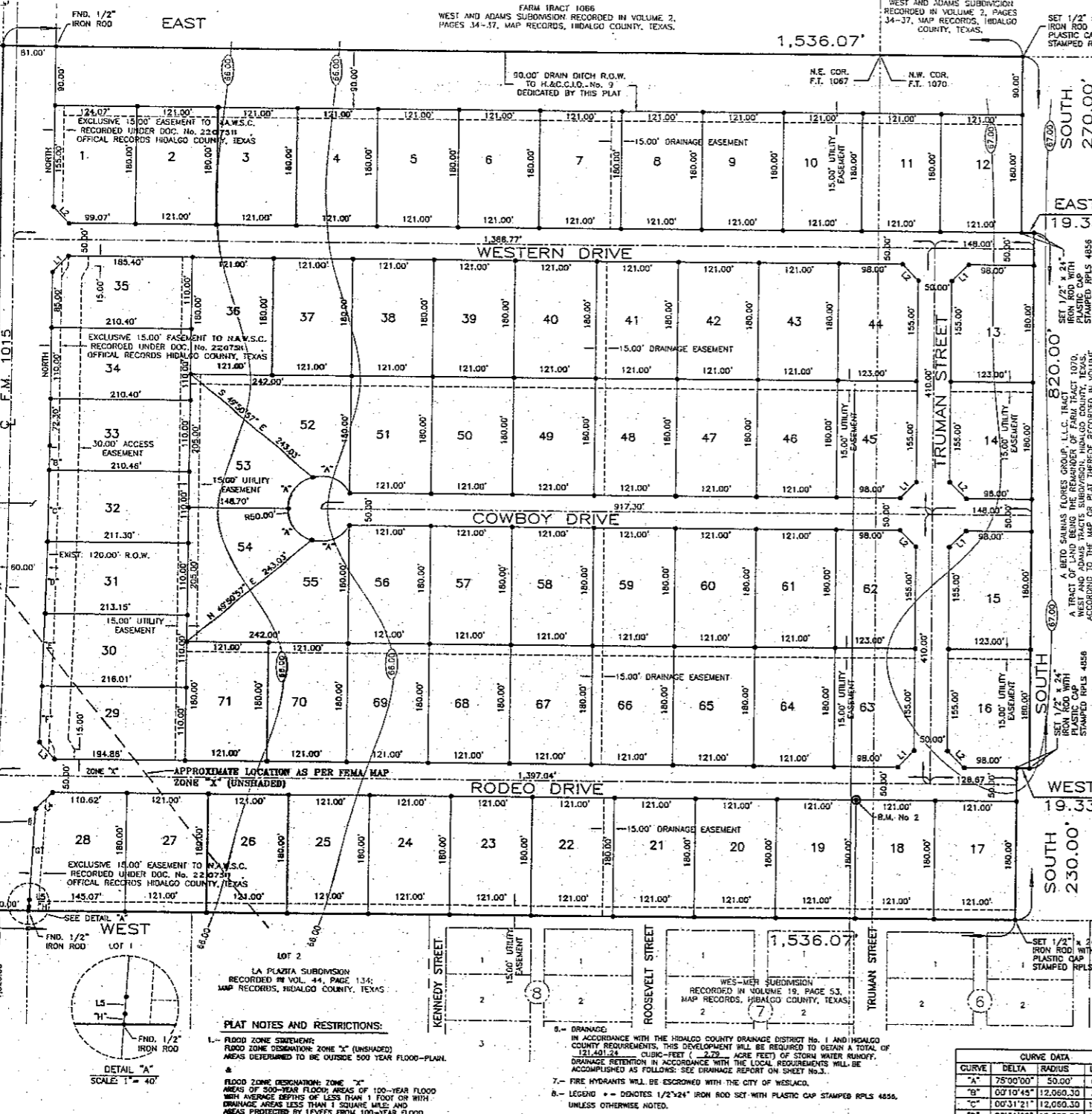


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUARDADO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FILENAME: F:\DATA\SUBDIVISIONS\VAQUERO ESTATES PHASE I\PLAT
DATE PREPARED: 05-18-11 BY: A.Q. APPROVED BY: A.Q.
DATE REVISION: 05-18-11 BY: A.Q. CHECKED BY: A.Q.
DATE REVISION: 05-18-11 BY: A.Q. CHECKED BY: A.Q.



PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE SUBDIVISION: FLOOD ZONE DESIGNATION ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN.
- FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
- COMMUNITY-PANEL NUMBER 480334 0450 C MAP REVISED: JUNE 6, 2002 LOUW MAY 30, 2002
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. BENCHMARK No. 3 ELEV=64.92 TOP OF T-PILE LOCATED 109.25' NORTH AND 48.16' WEST FROM THE SOUTHWEST CORNER OF THE SUBDIVISION. B.L.M. NO. 2 ELEVATION= 68.93 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHEAST CORNER OF LOT 19. N.A.V.D. 88 DATUM
- LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTION OF A MUNICIPALITY: VAQUERO ESTATES PHASE I IS LOCATED IN MID-LEVEL HIDALGO COUNTY ON THE EAST SIDE OF F.M. 1015 AND NORTH OF MILE 10 NORTH ROAD, APPROXIMATELY 1.32000 FEET NORTH OF SAID INTERSECTION, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,442), VAQUERO ESTATES PHASE I LIES WITHIN THE CITY LIMITS. IT LIES IN PLOT 4
- PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: BETO SALINAS FLORES GROUP, L.L.C.	500 E. 9TH STREET	MISSION, TX 78572	(936)584-5555	
ENGINEER: ALFONSO QUINTANILLA	124.5 STUBBS	EDINBURG, TX 78539	(361)381-6480	381-9327
SURVEYOR: ALFONSO QUINTANILLA	124.5 STUBBS	EDINBURG, TX 78539	(361)381-6480	381-9327
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 28 AND LOTS 38 THROUGH 71. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 THROUGH 28 AND LOTS 38 THROUGH 71. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHERE WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- LOTS 28 THRU 35 SHALL HAVE ONE COMMON ACCESS ONTO F.M. 1015, RODEO DRIVE, AND WESTERN DRIVE.
- GENERAL NOTE FOR COMMERCIAL LOTS: LOTS 38 THROUGH 35 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 29 THROUGH 35 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

P.O.B. SET BY C.P.S. S.W. COR. F.T. 1067

FND. 1/2" IRON ROD

EAST

WEST AND ADAMS SUBDIVISION RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FARM TRACT 1066

FARM TRACT 1071

WEST AND ADAMS SUBDIVISION RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

90.00' DRAIN DITCH R.O.W. TO H.A.C.C.I.D. No. 9 DEDICATED BY THIS PLAT

N.E. COR. F.T. 1067

N.W. COR. F.T. 1070

1,536.07'

1,320.00'

19.33'

270.00'

820.00'

19.33'

230.00'

SCALE: 1" = 100'

ADDITIONAL LEGAL TO THE STATE OF TEXAS, COUNTY OF HIDALGO, CLERK'S DOCUMENT NUMBER 48534, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

WEST AND ADAMS SUBDIVISION RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

WEST AND ADAMS SUBDIVISION RECORDED IN VOLUME 19, PAGE 178, MAP RECORDS, HIDALGO COUNTY, TEXAS.

B.M. No. 64.92 EXIST. TYPE F INLET

SET C.P.S. S.W. COR. F.T. 1067

SEE DETAIL "A"

LOT 1

LOT 2

LA PLAZA SUBDIVISION RECORDED IN VOL. 44, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS.

WEST-NEER SUBDIVISION RECORDED IN VOLUME 19, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.

1,536.07'

REVISION NOTES

No.	Revised	Date	Approved

LOCATION MAP SCALE 1" = 4000'

HILE 10 NORTH

HILE 9 NORTH

HILE 8 WEST

HILE 7 WEST

HILE 6 WEST

HILE 5 WEST

HILE 4 WEST

HILE 3 WEST

HILE 2 WEST

HILE 1 WEST


SITE



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 14, 2011

RE: RESACA ESCONDIDA SUBDIVISION – PCT. 1

ON JULY 12, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF \$40,000.00 WAS USED TO SECURE THE FUNDS FOR THIRTY (30) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$28,000.00. AND IS RESTRUCTURING/REPLACING THE ORIGINAL CASH DEPOSIT WITH LETTER OF CREDIT NO. CTCS-946576 FROM JP MORGAN CHASE BANK FOR THE REMAINING SEPTIC TANK SYSTEMS.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT IN THE AMOUNT OF \$28,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 40,000.00
1 ST REIMBURSEMENT	\$ 12,000.00
2 ND REIMBURSEMENT	\$ 28,000.00

BALANCE \$ 0

LETTER OF CREDIT NO. CTCS-946576

ORIGINAL AMOUNT	\$ 28,000.00
-----------------	--------------

BALANCE \$ 28,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 155531

Official Receipt for Fees

July 30, 2005

RECEIVED OF: Abel Gonzalez \$ 40,000.00
Forty thousand and 00/100 DOLLARS

SUBDIVISION: Resaca Escudida DEVELOPER _____

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

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

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
40 tanks	40,000.00
Other	
Total	40,000.00

M.O.
CHECK Amount CASH

[Signature]
PREPARED BY:

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

JPMorgan Chase Bank, N.A. **CHASE** A 0670048838

Brownsville, Texas 78521

Member FDIC

REMITTER: ABEL GONZALEZ / RESACA ESCUDIDA

PAY TO THE ORDER OF: HIDALGO COUNTY PLANNING

DATE: 06/30/2005

***40,000.00

JPMORGAN CHASE BANK \$ 40,000 Dols 00 cts

067/444/DR

0670048838 1:111001150: 00101999796

[Signature]
AUTHORIZED SIGNATURE

A 60 day waiting period and an indemnifying Bond is required to replace this check.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sestin, P.E.
Planning Administrator



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

JUN 2, 2011
OUR L/C NO.: CTCS-946576

IRREVOCABLE STANDBY LETTER OF CREDIT NO. CTCS-946576
DATE: JUNE 2, 2011

BENEFICIARY:
COUNTY JUDGE (IN HIS OR HER OFFICIAL CAPACITY)
OF HIDALGO COUNTY, TEXAS
100 E. CANO, 2ND FLOOR
EDINBURGH, TX 78539

BY THE ORDER OF:

APPLICANT:
GONZALES FAMILY LIMITED PARTNERSHIP
2005 MERCEDES ROAD
BROWNSVILLE, TX 78520

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. CTCS-946576 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF GONZALES FAMILY LIMITED PARTNERSHIP FOR AN AMOUNT NOT EXCEEDING USD 28,000.00 (TWENTY EIGHT THOUSAND AND NO/100 U.S. DOLLARS).

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AGAINST YOUR DRAFT AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-946576" AND ACCOMPANIED BY THE FOLLOWING:

A DATED STATEMENT FROM THE COUNTY JUDGE, ANY COUNTY COMMISSIONER, OR THE COUNTY TREASURER (SIGNING AS SUCH), READING AS FOLLOWS: "A CONDITION OF DRAW EXISTS UNDER THE SUBDIVISION CONSTRUCTION AGREEMENT FOR THE RESACA ESCONDIDA SUBDIVISION DATED _____ BETWEEN SUBDIVIDER, GONZALES FAMILY LIMITED PARTNERSHIP AND HIDALGO COUNTY. THE COUNTY IS IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF SAID AGREEMENT AND HAS CALCULATED THE AMOUNT OF THIS DRAFT IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT."

PARTIAL DRAWINGS ARE PERMITTED AND THE LETTER OF CREDIT SHALL BE REDUCED BY THE AMOUNT OF SUCH PARTIAL DRAWS AS WELL AS BY ANY REDUCTION LETTER AUTHORIZED BY THE COUNTY. THE SUM OF SUCH PARTIAL DRAWS SHALL ON NO ACCOUNT EXCEED THE STATED AMOUNT OF THIS LETTER OF CREDIT.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

JUN 2, 2011
OUR L/C NO.: CTCS-946576

THIS LETTER OF CREDIT EXPIRES AT OUR COUNTERS ON APRIL 30, 2012.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN FIVE CALENDAR DAYS.

THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED UNDER THIS CREDIT FOR ENDORSEMENT. EXCEPT WHEN THE AMOUNT OF THE DRAWING FULLY UTILIZES THIS LETTER OF CREDIT, WE UNDERTAKE TO RETURN THE ORIGINAL LETTER OF CREDIT TO YOU WITH THE AMOUNT OF THE PAYMENT ENDORSED THEREON.

EXCEPT WHEN THIS LETTER OF CREDIT IS EXTENDED OR INCREASED, THIS LETTER OF CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, (THE "UCP600").

ALL CORRESPONDENCE AND ANY DRAWS HEREUNDER ARE TO BE DIRECTED TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 131 SOUTH DEARBORN, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.


AUTHORIZED SIGNATURE

**Pct. 1 Rd Maintenance & Sanitation - Deletion and creation of positions
CC REGULAR**

Date: 06/14/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Pct. 1 Rd Maintenance (1200) & Sanitation (1100):
 1. Approval to delete the following vacant full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
Rd. Maint.	0051	Heavy Equipment Operator I	(\$25,483.00)
Rd. Maint.	0079	General Foreman	(\$55,000.00)
Rd. Maint.	0092	Heavy Equipment Operator II	(\$25,256.00)
Sanitation	0010	Truck Driver II	(\$26,334.00)
Sanitation	0029	Director of Sanitation/ Drainage Dept.	(\$65,000.00)

2. Approval to create the following full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
Rd. Maint.	0102	Supervisor	\$36,766.00
Rd. Maint.	0103	Asset Management Supervisor	\$52,254.00
Rd. Maint.	0104	Shop Foreman	\$42,000.00
Rd. Maint.	0105	Vector Specialist	\$32,051.00
Rd. Maint.	0106	Crew Leader II	\$41,578.00
Rd. Maint.	0107	Safety Coordinator	\$38,000.00
Sanitation	0030	Heavy Equipment Operator II	\$29,458.00
Sanitation	0031	Heavy Equipment Operator II	\$29,458.00
Sanitation	0032	Heavy Equipment Operator II	\$29,458.00

3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds from lapsed salaries for various vacant position.

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-121-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No Budgetary Impact (cost savings).

Attachments

Link: [job descriptions](#)

Link: [PARs](#)

Link: [Fiscal Note - Rd Maint](#)

Link: [Fiscal Note - Sanitation](#)

Link: [Revised salary schedule - Rd. Maint.](#)

Link: [Revised salary schedule - Sanitation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/10/2011 10:55 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2011 11:04 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/10/2011 03:20 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Sylvia Solis
Started On: 06/03/2011 11:30 AM

Final Approval Date: 06/10/2011

HEAVY EQUIPMENT OPERATOR I

GRADE: 03

GENERAL DESCRIPTION

Performs entry-level construction and maintenance work; Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Certificates, Licenses, Registrations

- Must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; and to work effectively with the public

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

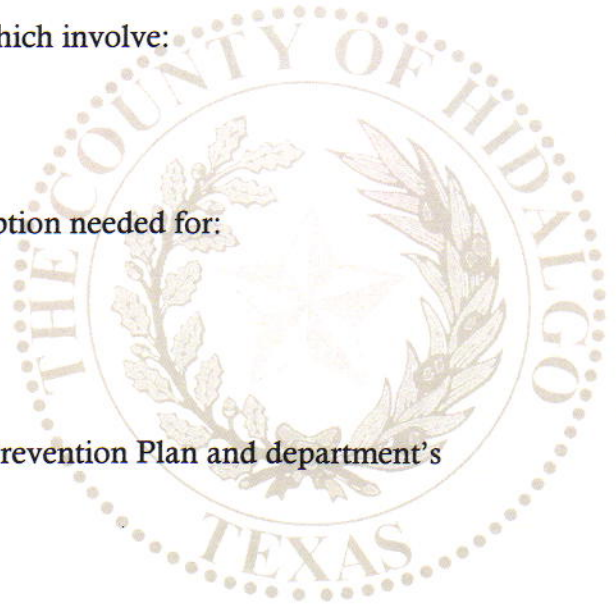
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



GENERAL FOREMAN

GRADE: 09

GENERAL DESCRIPTION

Primary function is to plan and coordinate daily job assignments with the Area Supervisor and ensure that they are completed in a safe and efficient manner.

EXAMPLES OF WORK PERFORMED

Estimates cost and orders supplies

Maintain Inventory Control

Keeps inventory on hand tools & coordinates repairs as needed

Coordinates job assignments with employees and other departments as needed

Ensures that assignments are completed and handled in a safe and efficient manner

Operates road right-of-way bridge maintenance equipment

Performs duties associated with the position of Heavy Equipment Operator

Work may involve the comparison of numbers, selection of appropriate guidelines and procedures, or identification of appropriate actions to follow. Answers are usually found by selecting from specific choices defined in work policies or procedures

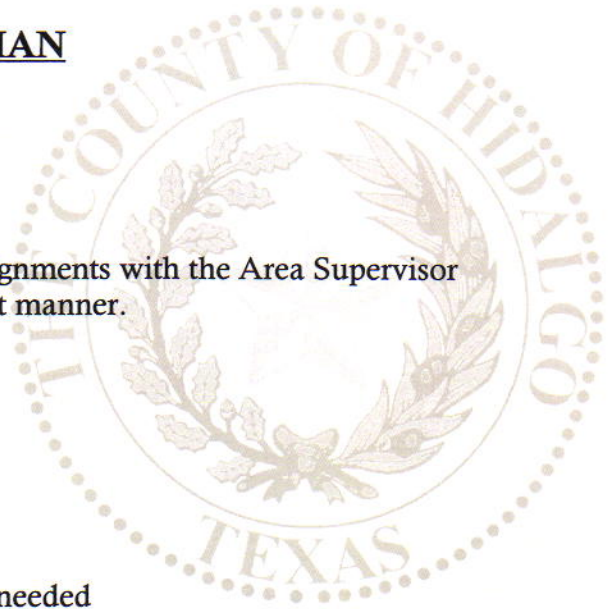
Supervision is present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance

Requires regular contact within the department and with other departments, outside agencies or the general public, supplying or seeking information

Responsible for orienting and training others, and assigning and reviewing their work

Typically works outside, high noise environment, high dust, dirt, grease environment; Works alone or closely with others; Requires extensive safety training and/or protective devices, regular exposure to moving machinery and/or vehicles; Works on slippery or uneven surfaces, works above or below ground level; Regular exposure to chemicals, solvents, fumes and/or gases; Regular exposure to weather including heat, cold, dampness and/or humidity; Works in water; Typically standing and/or walking, typically bending, crouching and stooping; Typically pushing and/or pulling, light lifting or carrying 25lbs or less moderate lifting or carrying 25-50 lbs, heavy lifting or carrying 50 lbs or more; Using tools requiring high dexterity, driving and/or operating heavy equipment

Responsible to meet department productivity and goals



Maintains maintenance of vehicle and/or equipment

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years related experience; Graduation from a high school or equivalent; Vocational or other technical school, certification, training or apprenticeship required beyond high school; Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of inventory control processes and systems

Ability to read and explain applicable laws and regulations

Ability to give work assignments and to supervise the work of others

Good organizational skills

Ability to understand oral and written directions

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:

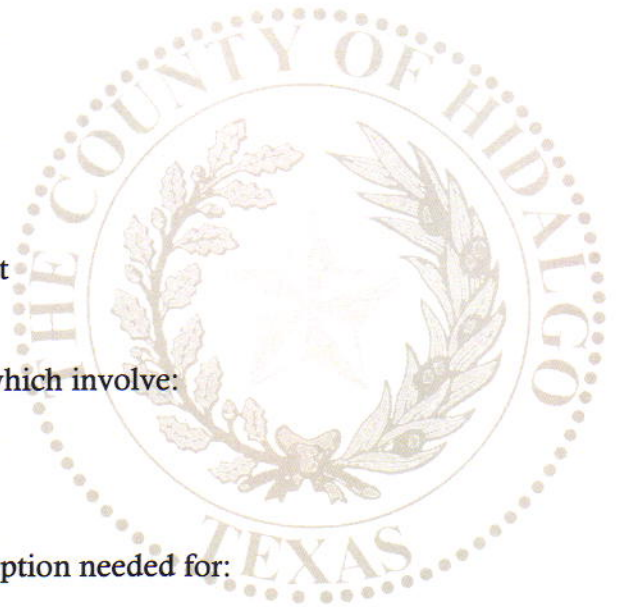
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



TRUCK DRIVER II

GRADE: 05

GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

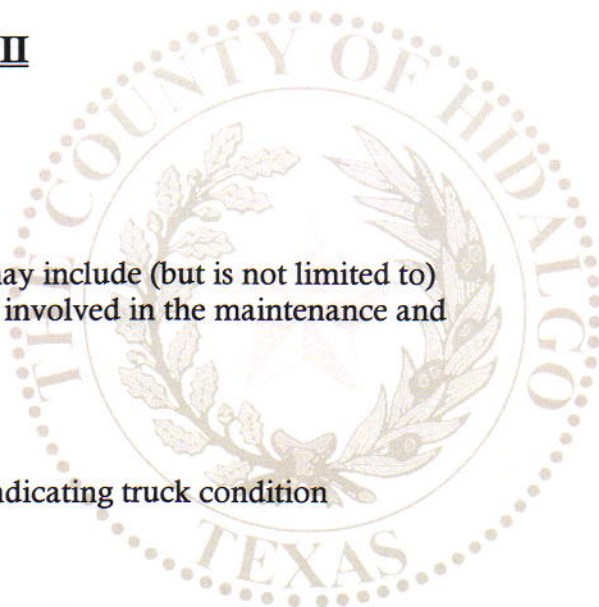
Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations



GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma, GED or equivalent experience. Two to three (2-3) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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:

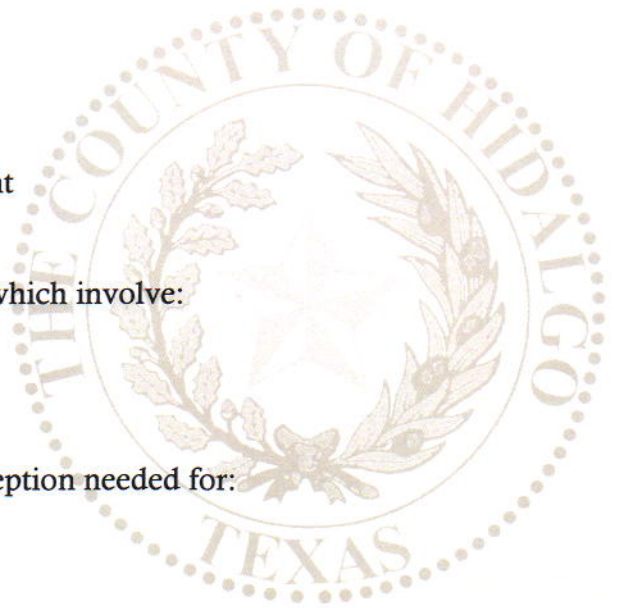
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



DIRECTOR OF SANITATION/DRAINAGE DEPT.

GRADE: 11

GENERAL DESCRIPTION

Performs senior-level sanitation work; Work involves directing and supervising operations of the county sanitation department; Will supervise the technical, administrative, and clerical staff to ensure the efficient and effective collection of solid waste throughout the county.

EXAMPLES OF WORK PERFORMED

Planning, organizing, directing, controlling, inspecting and evaluating the work of sanitation staff and department

Develops plans and procedures for responding to complaints

Prepares written reports on departmental operations

Conducts field inspections and reviews reports of activities to determine present effectiveness and efficiency of operations and to develop more effective and efficient procedures

Keeps informed of the latest developments in waste collection technology

Plans and recommends the purchase of new equipment for better efficiency and effectiveness

Investigates work-related accidents and submits injury reports; confers with the county Safety officer

Implements training and safety measures for all staff

Prepares and submits written reports as required

Reviews employee personnel related documents

Assists in budget preparation for the department

Assures good relations with the public through delivery of service and prompt handling of special requests

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in waste collection and disposal with supervisory experience. Graduation from an accredited four-year college or university with Bachelor's Degree in Public or Business Administration; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of methods of management, administration, and effective supervisory techniques as related to a county-wide waste collection operation

Ability to interpret and enforce county and departmental rules, regulations, codes, policies, and procedures and to evaluate their effectiveness

Excellent verbal and written communication

Ability to train staff

Knowledge in inventory control and procurement

Supervisory skills a must

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
ROAD AND BRIDGE DEPARTMENT**

Job Title: Supervisor

FLSA Status: Non-Exempt

Dept. No: 121

Civil Service Status: Non-Exempt

SUMMARY:

This position is under the direction of the County Commissioner. The Road and Bridge Supervisor coordinates activities and personnel of the Hidalgo County Road and Bridge workers. This position requires thorough knowledge of management and supervisory procedures and, maintenance and operation of light and heavy equipment.

QUALIFICATIONS AND REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential day 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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Schedule and coordinate equipment repair and maintenance
- Coordinate personnel schedules
- Insure that equipment and operational records are kept up to date
- Operate and maintain heavy equipment as deemed necessary
- Supervise activities of field workers
- Coordinate and schedule road and bridge activities
- Report to County Commissioner
- Perform any other duties as assigned

EDUCATION AND EXPERIENCE:

- High School Diploma and GED/and/or
- Ten years experience in light and heavy equipment maintenance, operation and supervision.
- Knowledge of Road and Bridge procedures and responsibilities
- Ability to repair and maintain light and heavy equipment
- Bilingual

CERTIFICATES, LICENSES, REGISTRATION:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance Carrier

PHYSICAL DEMANDS:

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

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 handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

**HIDALGO COUNTY
PRECINCT 1**

Job Title: **Asset Management Supervisor** **FLSA Status:** **Non-Exempt**

Dept No: **121** **Civil Service Status:** **Non-Exempt**

Performs complex (journey-level) asset management activities; under general direction, plans, directs, monitors and manages activities related to the department's assets. Provide support through advisory and technical services, collaborative communications, reporting, record retention and transactions processing.

EXAMPLES OF WORK PERFORMED

Coordinates with the Purchasing Department of acquisition and disposal, coordination of the billing and expenses for all equipment

Maintains vendor relationships as it relates to the procurement of all equipment for the department

Obtains equipment from suppliers at a lowest cost consistent with considerations of quality reliability of source and urgency of need.

Receives equipment and obtains certifications of delivery and conducts check against order

Maintaining Fixed Asset reports and ensures asset records represent physically available assets of the department

Maintain a tracking system for equipment acquisitions and related services

Works with department liaisons to determine proper asset replacement within determined standards

Perform reconciliation for Fixed Assets, Assets under construction, Asset clearing and disposal of assets.

Collaborate with staff to ensure policies, procedures and guidelines are met

Ensure that management reporting is conducted in a timely and professional manner to the department head

Represent the department at all levels, maintaining positive relations

Contribute to the department's needs as they evolve

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

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.

EXPERIENCE AND EDUCATION

High school diploma or GED is the minimum requirement. Accredited accounting or asset management courses are desirable.

Minimum of 2 to 3 years experience in Asset Management and/or Accounting or any equivalent combination of education or experience that satisfies the requirements of the job.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

Ability to communicate effectively orally and in writing.

May be required to work other than normal hours including weekends and holidays.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

JOB TITLE: Shop Foreman

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Under direction, of the Precinct Field Operations Director (FOD), coordinate Precinct Shop activities and acts as service manager for mechanic shop. May assist in the supervision of the daily activities of county work crews involved in road and bridge construction, mowing, road sign maintenance, paving and patching. Conducts physical inventory and maintains records of all road and bridge, sanitation, and parks mechanical equipment. Purchase materials, supplies and vehicle and equipment parts.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise Precinct Shop staff in accordance with Hidalgo County policies and procedures.
- Assists Precinct Shop staff to resolve complex or out of policy operation or maintenance problems.
- Responsible for staff scheduling to include: work assignment/rotations, set priorities, sign off on vacation, employee training, employee vacations, employee breaks, and overtime assignment, back up for absent employees, and shift rotations. Schedule and conduct Precinct Shop staff meetings in the absence of the FOD & Assistant FOD.
- Responsible to meet department productivity and goals.
- Obtain telephone bids from vendor for parts and materials for Precinct Shop use plus road projects.
- Monitors and replenishes inventory of commonly used parts.
- Reports unresolved discrepancies in writing to Field Operations Director.
- Maintains Precincts' property warehouse and prepares and maintains all paperwork involved in turn-in or issues of moveable assets.
- Serves as the Precincts' liaison with internal and external auditors regarding inventory of heavy equipment and vehicles.
- Assist foreman with work orders in absence of the Precinct foreman.
- Maintains maintenance on vehicle equipment.
- Maintain inventory control.
- 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, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED);
- Four (4) years of experience in a related field; or
- Management/inventory control, data processing and bookkeeping/accounting and four (4) years of experience in a related field; or
- Any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to give work assignments and to supervise the work of others.
- Ability to establish and maintain effective working relationships with County departments and County employees.
- Knowledge of inventory control processes and systems.
- Good organizational skills.
- Employee counts quantities of issued and received items and counts and arranges auction lots.
- Ability to apply common sense understanding to carry out instructions.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to fifty (50) 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle work environments 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 departments' safety regulations.

VECTOR SPECIALIST

GRADE: 06

GENERAL DESCRIPTION

Employee performs disease vector control duties in accordance with established procedures and regulations. Duties include, but are not limited to: entomological and biological surveys, application of biological, physical and chemical controls, investigating/inspecting for insect/rodent infestations, maintaining equipment, keeping records and preparing reports.

EXAMPLES OF WORK PERFORMED

Applies control measures in rural areas of Hidalgo County for mosquito larvae, adult mosquitoes and other insect vectors as needed

Schedules inspections and operations to effectively cover assigned duties and for exercising judgment in evaluating mosquito and vector producing conditions and in choosing the most effective control method for any given situation

Conduct surveys of disease vector breeding areas and harborage

Identify vector species and stages of development

Inspects/Investigates complaints regarding tall grass, standing water and fly/mosquito problems

Maintains an awareness of ecologically sensitive sources and use treatment regime appropriate for habitat

Initiate requests for aerial application and provide information required for an effective result

Maintains vector control equipment and vehicles

Prepare and revise operational maps, including properties, topographic characteristics, and other features relevant to mosquito and vector control operations

Maintains daily records of areas treated including methods, formulations, techniques, etc.

Maintains vehicle and equipment including cleaning and disinfecting cages

Patrols rural areas for stray, vicious or injured animals

Maintains up-to-date records and files reports on daily activities

Issues citations, warnings and complaints

Removes dead animals and transports them to a specified place of disposal

Removes and impounds stray and unwanted animals

Responds to emergency calls, such as animal bites and control fo dangerous animals and responds to complaints

Maintain and practice safety precautions

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

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.

EXPERIENCE AND EDUCATION

Two (2) years' experience in mosquito abatement or vector control work. Graduation from an accredited four-year college or university with major course work in Biology or a closely related field. Two (2) years of experience may be substituted for one (1) year of education.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

Ability to communicate effectively orally and in writing.

May be required to work other than normal hours including weekends and holidays.

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.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines). TB skin testing may be required.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CREW LEADER II

GENERAL DESCRIPTION

Provide management of the day-to-day operations of the department/work unit and oversight of the work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and document programs and curriculum, monitors departmental resources and ensures compliance with policies and laws.

EXAMPLES OF WORK PERFORMED

Directly responsible for the management of departmental staff, which may include lower level management or supervisory positions

Provides training to staff members as required

Plans, assigns and is responsible for the workload and schedules for team members

Evaluates performance of subordinates, identifying strengths/weaknesses, providing employee development, guidance and motivation, or making/deciding on recommendations for replacement when appropriate

Acts as a managerial resource for staff questions regarding customer issues, policies, etc

Coordinates activities with other departments to expedite work and improve performance

Performs quality reviews/audits of department's work and makes operational corrections as necessary

Establishes and enforces procedures to expedite and improve processes

Participates in personnel matters including disciplinary actions and resolution of departmental disputes

Performs all other related duties involved in the operation of the Precinct as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's degree or equivalent required. Minimum of six (6) years related work experience.

Knowledge, Skills and Abilities

Must have an advanced or expert knowledge of fundamental concepts, practices and procedures of the field of road construction and maintenance

Spreadsheet and/or word processing software knowledge/experience preferred with either specific program applications or general applications such as Microsoft Office Suite

Excellent verbal and written communication/presentation skills

Effective interpersonal and leadership skills that are normally expected of a fully qualified manager

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

SAFETY COORDINATOR

GENERAL DESCRIPTION

Under the direction of the Safety Director, is responsible for monitoring, conducting, and participating programs designed to reduce accidents through effective accident prevention techniques; Performs routine (journey-level) safety and health program work; Work involves assisting in the development of safety policies and procedures, participating in the safety training and education of staff, inspecting work areas and activities for hazards, and assisting in investigating accidents; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Investigates accidents; conducts inspections; confers with department heads and supervisors on unsafe practices and/or conditions to recommend corrective actions; coordinates this function with other safety officers

Inspects construction, remodeling, and renovation sites to ensure the finished project will be in compliance with safety standards

Implements risk management loss control programs and guidelines

Reviews loss and exposure data

Recommends safety specifications and protective devices for equipment and fixed structures to be used and conducts utilization spot checks

Prepares safety information for publication to promote employee safety

Maintains or assists in maintaining a safety technical library

Maintains a log of accidents and injuries

Monitors and coordinates safety practices with contracted Engineers and or Construction Contractors conducting business for Hidalgo County

Conducts or assists in conducting and coordinating employee safety training

Consults with County Offices and Departments to identify loss exposures and to develop and implement corrective action and accident prevention plans

Conducts on-site inspections of properties, facilities, and work sites to identify hazards and risk exposure

Reviews established safety regulations and standards, and recommends appropriate modifications

Organize, coordinate, and attend meetings of accident review boards, safety committees, etc.

Provides visual aids and other materials on specific safety subjects; review training films and other audio/visual aids for use in training programs

Prepares, reviews, and analyzes accident reports and other special reports as required

Reviews safety specifications for items to be purchased

Assists in investigating accidents and completing reports

Assists in administering a safety awards program

Assists in writing Standard Operating Procedures and Safety Programs

Participates in Road Safety Programs (on-call)

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Baccalaureate degree (4 year degree) from an accredited college or university, preferable in Industrial of Safety Engineering, Criminal Justice or a related applicable field; or

A degree can be substituted for two (2) years of work experience in safety related fields for each year of college or university required; and

Must have successfully completed the O.S.H.A. (Occupational Safety and Health Administration) Standards for General Industry Safety and Health 30 Hour Course: Current O.S.H.A card required for proof; or

Any equivalent combination of experience and training, which provides the required knowledge, skill and abilities

Knowledge, Skills, and Abilities

Federal, State, and local safety regulations

Accident prevention principles, practices and procedures

Training and investigation methods, procedures, and techniques, both in the field and in the classroom

Ability to communicate clearly and effectively, both verbally and in writing

Ability to develop clear and concise written reports with skill in operating a personal computer and utilizing Microsoft Word, Excel, Powerpoint, and Access

English and Spanish usage, spelling, grammar, and punctuation

If not certified at the time of employment, an individual must be able to attend and successfully complete a Peace Officers Academy, as required

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

At the time of employment, must be able to pass a criminal background inquiry that would allow him/her to obtain professional State regulated licensing

The individual, must submit to a pre-employment drug screen examination

Registration, Certification, or Licensure

Valid and current Class "C" Texas driver's license, with the ability to be insured by the Hidalgo County insurance carrier

Certificates of participation of industry courses; see **Education and/or Experience** above

Physical Demands:

Physical demands include occasional lifting/carrying up to fifty (50) pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment; Subject to sitting, standing, reaching, and walking, twisting and kneeling to perform the essential functions; Working conditions are inside an office environment with regular visits to outdoor sites.

Work Environment:

The noise level of the work environment is usually moderate. The work environment is normally lit and usually will not expose the worker to high levels. The work environment is travel each day to both office and road sites. Must occasionally work evening, weekend, or holiday hours; May be required to pass a physical examination.

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;
- Standing for extended periods of time;
- Traveling from job site to job site; and
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality; and
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

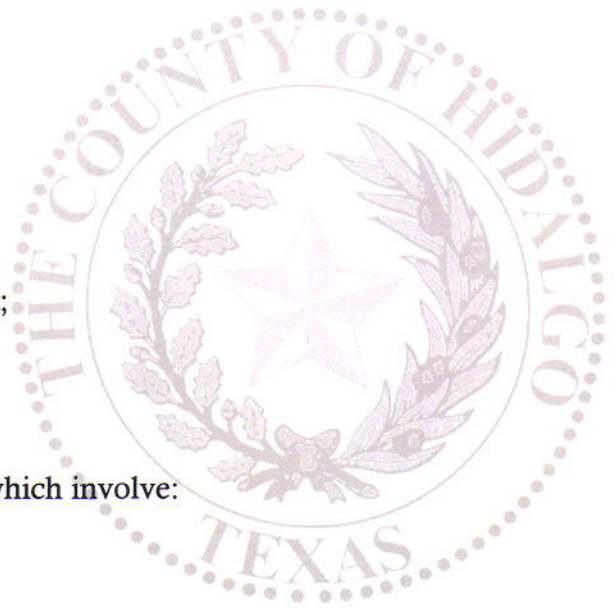
- working closely with others; and
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

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

Accident Prevention Program:

Required to follow all departments' safety regulations



HEAVY EQUIPMENT OPERATOR II

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) construction and maintenance work; Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs; May train others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

May train others

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Certificates, Licenses, Registrations

- Must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; and to train others

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

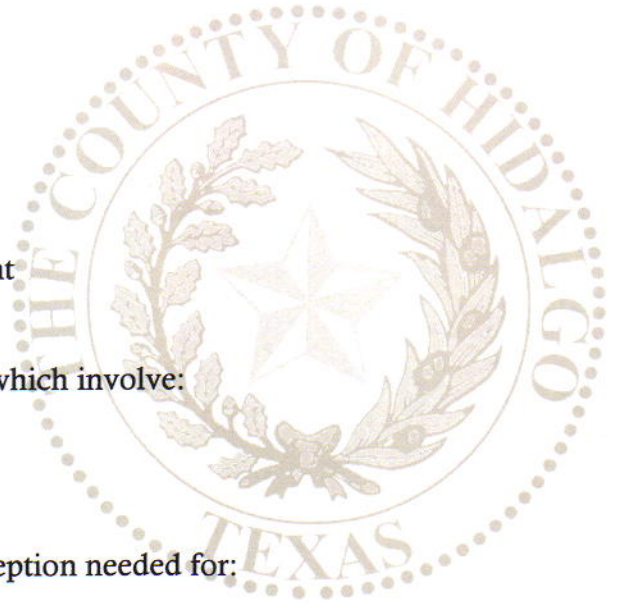
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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




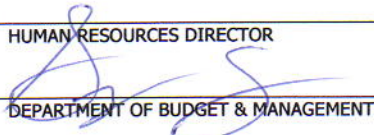
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|--|----------------------------|-----------------------------------|---|-----------------------------|
| 1. | 
DEPARTMENT HEAD | JUN 06 2011
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | 
DEPARTMENT OF BUDGET & MANAGEMENT | 06/07/2011
DATE | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005)

DATE: 06/03/2011

CURRENT POSITION TITLE: GENERAL FOREMAN

CURRENT SLOT. #: 0079

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 55,000.00 \$ 0.00 \$ (55,000.00)
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NOT NEEDED.

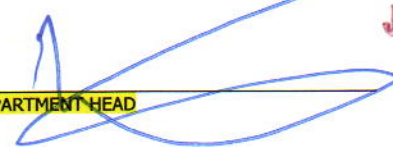
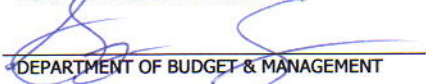
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	JUN 06 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	06/07/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

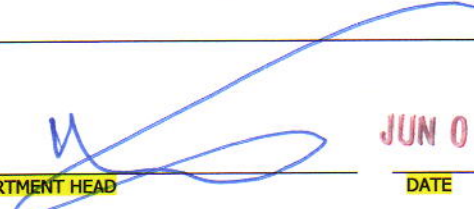
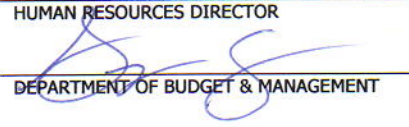
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | |
|----|--|---------------------|-----------------------------------|---|
| 1. | 
DEPARTMENT HEAD | JUN 06 2011
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | 
DEPARTMENT OF BUDGET & MANAGEMENT | 06/07/2011
DATE | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001)

DATE: 06/03/2011

CURRENT POSITION TITLE: TRUCK DRIVER II

CURRENT SLOT. #: 0010

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	\$ <u>26,334.00</u>	\$ <u>0.00</u>	\$ <u>(26,334.00)</u>
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	<p>Enter hourly rate for temp. positions</p> <hr/> <p>Hourly Rate * 2,080 hrs. per year = Annual Salary</p>

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NOT NEEDED.

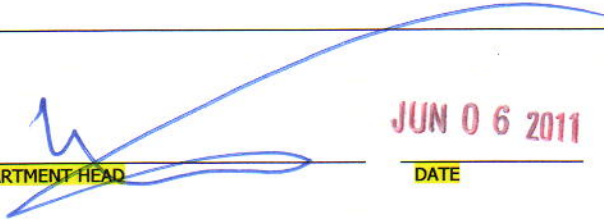
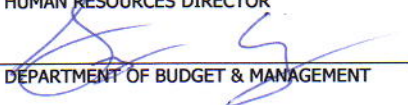
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | |
|----|--|---------------------|-----------------------------------|---|
| 1. | 
DEPARTMENT HEAD | JUN 06 2011
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | 
DEPARTMENT OF BUDGET & MANAGEMENT | 06/07/2011
DATE | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001)

DATE: 06/03/2011

CURRENT POSITION TITLE: DIRECTOR OF SANITATION/ DRAINAGE DEPT.

CURRENT SLOT. #: 0029

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: \$ 65,000.00 \$ 0.00 \$ (65,000.00)
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____

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

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

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NOT NEEDED.

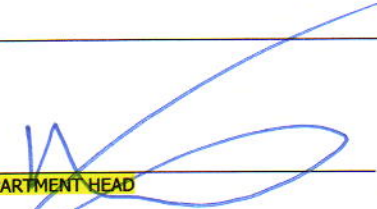
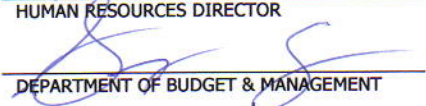
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	JUN 06 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	06/07/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD. MAINTENANCE (121-005)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0102

REQUESTED POSITION TITLE: SUPERVISOR

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other _____

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

POSITION SALARY REQUEST:

Salary Amount:	\$ <u>0.00</u>	\$ <u>36,766.00</u>	\$ <u>36,766.00</u>	
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change	

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	
				Enter hourly rate for temp. positions
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	
				Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>DEPARTMENT HEAD</u>	<u>JUN 06 2011</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>HUMAN RESOURCES DIRECTOR</u>	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>DEPARTMENT OF BUDGET & MANAGEMENT</u>	<u>06/06/2011</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	<u>COMMISSIONERS COURT APPROVAL</u>	<u>DATE</u>			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD. MAINTENANCE (121-005)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0103

REQUESTED POSITION TITLE: ASSET MANAGEMENT SUPERVISOR

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 \$ 52,254.00 \$ 52,254.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>DEPARTMENT HEAD</u>	<u>JUN 06 2011</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>HUMAN RESOURCES DIRECTOR</u>	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	<u>DEPARTMENT OF BUDGET & MANAGEMENT</u>	<u>06/07/2011</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	<u>COMMISSIONERS COURT APPROVAL</u>	<u>DATE</u>		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD. MAINTENANCE (121-005)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0104

REQUESTED POSITION TITLE: SHOP FOREMAN

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 \$ 42,000.00 Proposed Budgeted Salary \$ 42,000.00 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 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 <input type="checkbox"/>	Exempt <input type="checkbox"/>			
Non-Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>			
N/A <input type="checkbox"/>				

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>DEPARTMENT HEAD</u>	<u>JUN 06 2011</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>HUMAN RESOURCES DIRECTOR</u>	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	<u>DEPARTMENT OF BUDGET & MANAGEMENT</u>	<u>06/07/2011</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	<u>COMMISSIONERS COURT APPROVAL</u>	<u>DATE</u>		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD. MAINTENANCE (121-005)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0105

REQUESTED POSITION TITLE: VECTOR SPECIALIST

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 \$ 32,051.00 \$ 32,051.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114

Full Time Temporary Object 121 Part Time Temporary Object 122

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>DEPARTMENT HEAD</u>	<u>JUN 06 2011</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>HUMAN RESOURCES DIRECTOR</u>	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>DEPARTMENT OF BUDGET & MANAGEMENT</u>	<u>06/07/2011</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	<u>COMMISSIONERS COURT APPROVAL</u>	<u>DATE</u>			

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

JUN 06 2011

1.	<u>DEPARTMENT HEAD</u>	<u>DATE</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>HUMAN RESOURCES DIRECTOR</u>	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	<u>DEPARTMENT OF BUDGET & MANAGEMENT</u>	<u>06/07/2011</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	<u>COMMISSIONERS COURT APPROVAL</u>	<u>DATE</u>		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 RD. MAINTENANCE (121-005)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0107

REQUESTED POSITION TITLE: SAFETY COORDINATOR

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 \$ 38,000.00 \$ 38,000.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.

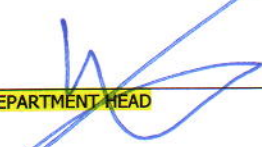
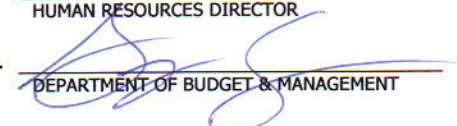
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	JUN 06 2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	05/10/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 SANITATION (121-001)

DATE: 06/03/11

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0030, 0031, 0032

REQUESTED POSITION TITLE: HEAVY EQUIPMENT OPERATOR 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 \$ 29,458.00 x 3 Proposed Budgeted Salary \$ 88,374.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____

Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

DUE TO THE RE-ORGANIZATIONAL/ RESTRUCTURING PLAN, AT THIS TIME, THIS POSITION IS NEEDED.



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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	<u>DATE</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	<u>DATE</u>	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>06/07/2011</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	<u>DATE</u>		

JUN 06 2011

AI-26976

21.B.

**Appointment of members for Emergency Service District #2
CC REGULAR**

Date: 06/14/2011

Submitted By: Joann Gonzalez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of appointment of members to the Emergency Services District #2 for a term of June 14, 2011 to December 31, 2012 pursuant to Texas Health & Safety Code Section 775.034.

BACKGROUND

Appointment of Mr. Tony Lopez & Mr. Eli Rodriguez. New terms will commence upon CC approval of appointments 6-14-11 and will expire on Dec. 31, 2012.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Health & Safety Code Sec. 775.034

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/07/2011 04:51 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/08/2011 04:25 PM	APRV
3	Auditor's Office	Arcilia Duran	06/09/2011 08:55 AM	APRV
4	Purchasing Department	Marty Salazar	06/09/2011 02:35 PM	APRV
5	Auditor's Office	Arcilia Duran	06/10/2011 10:29 AM	APRV
6	Purchasing Department	Marty Salazar	06/10/2011 10:32 AM	APRV

Form Started By: Joann Gonzalez

Started On: 06/07/2011 10:14 AM

Final Approval Date: 06/10/2011

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER C. ORGANIZATION, POWERS, AND DUTIES

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

- (1) at least 18 years of age; and
- (2) a resident citizen of the state and:
 - (A) a qualified voter within areas served by the district; or
 - (B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to serve a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [900](#), Sec. 1, eff. September 1, 2007.

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the 19th day of April, 2011, by and between the **CITY OF McALLEN, TEXAS THROUGH THE McALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "PUB" 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, PUB is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

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

WHEREAS, County has entered into an agreement with the Texas Department of Transportation to construct road improvements on McColl Road located in the City of McAllen, Texas from Dicker Road northward through the Mission Inlet Floodway to its intersection with Orangewood Avenue (the "Project");

WHEREAS, PUB desires for the County to include, as part of its request for bids to construct the Project, the installation of a sixteen (16) inch water line along McColl Road from Dicker Road northward through the Mission Inlet Floodway to its intersection with Orangewood Avenue (the "Water Line") as an additive alternative for the Project and will pay 100% of all costs associated with the construction and installation of the Water Line;

WHEREAS, PUB and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, PUB will benefit from the installation of the Water Line by the County; and

WHEREAS, County has determined it would be in the best interest of the County for County to include the Water Line as an additive alternative in its request for bids for the Project.

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

1. County agrees to include the Water Line as an additive alternative in its request for bids to construct the Project.



2. PUB grants permission to the County to include the Water Line as an additive alternative in its request for bids to construct the Project.

3. PUB agrees that they will pay any and all costs to construct the Water Line, including, but not limited to, costs for materials, labor, and equipment in the amount of one million sixty-six thousand one hundred seventy-one dollars and 70/cents (\$1,066,171.70) (the "Estimate") which is the total amount estimated by County's Engineer for the cost of the construction and installation of the Water Line. PUB agrees to pay this amount to the County on or before May 2, 2011. If the costs to construct the Water Line are less than the Estimate the difference will be refunded within 30 days of a written request by the PUB to the County.

4. PUB agrees that if the costs of the construction and installation of the water line, or the actual bid for the construction and installation of the Water Line exceeds the amount set forth in paragraph three herein, the PUB will either pay any excess amount within thirty (30) days upon receiving an invoice or billing statement from the County for such excess amount or terminate this agreement and County will refund the Estimate to the PUB once the County receives such refund amount from the Texas Department of Transportation and neither County or PUB will have any further obligations to each other under this Agreement.

5. Following completion and acceptance by the McAllen Public Utility Board of the construction and installation of the Water Line described herein, the parties agree by the McAllen Public Utility Board shall be responsible for the future maintenance of the Water Line.

6. Following completion and acceptance by the McAllen Public Utility Board of the Water Line described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

7. The parties shall coordinate work schedules in order to provide minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Project and the Water Line as soon as reasonably possible from the execution of this Agreement.

8. 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.

9. **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.

10. **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.

11. **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 PUB, and not otherwise.

12. **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.

13. **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 PUB: McAllen Public Utility Board
 Attn.: Roy Rodriguez and Mike Perez
 P. O. Box 220
 1300 Houston Avenue
 McAllen, Texas 78505-0220

IF TO COUNTY: County of Hidalgo, Texas
 Attn.: Ramon Garcia, County Judge
 P. O. Box 758
 Edinburg, Texas 78540-0758

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

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

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

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

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

17. **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.

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

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

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

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

[The remainder of this page intentionally left blank.]

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

McALLEN PUBLIC UTILITY BOARD


Tony Aguirre, Chairman

ATTEST:


Roy Rodriguez, P.E., Utility Manager

CITY OF McALLEN, TEXAS


Richard F. Cortez, Mayor

ATTEST:


Mike R. Perez, City Manager

COUNTY OF HIDALGO


Ramon Garcia, County Judge


ATTEST:


Arturo Guajadro, Jr. County Clerk


APPROVED BY
COMMISSIONERS' COURT
ON: 4/19/11

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: 
Stephen L. Crain

McALLEN PUBLIC UTILITY BOARD

By: 
Kevin D. Pagan, City Attorney

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 install a sixteen inch water line along McColl Road from Dicker Road northward through the Mission Inlet Floodway to its intersection with Orangewood Avenue through an Interlocal Cooperation Agreement to be entered into with the City of McAllen through the McAllen Public Utility Board and Hidalgo County.

By vote on 4-19-11 2011, the Hidalgo County Commissioners Court has approved the Project identified above.


By: Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

**APPROVED BY
COMMISSIONERS' COURT**
ON: 4/19/11

APPROVED AS TO FORM:

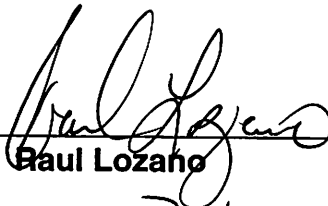
Atlas & Hall, L.L.P.

By: 
Stephen L. Crain

RECEIPT

On this 4th day of May, 2011, I Raul Lozano, with the office of Hidalgo County Commissioner Hector "Tito" Palacios Pct. 2 received check no. 380190 issued by the City of McAllen dated May 3, 2011, in the amount of \$1,066,171.70 (One Million Sixty Six Thousand One Hundred Seventy One and 70/100ths Dollars) made payable to Hidalgo County in connection with Interlocal Cooperation Agreement between County of Hidalgo and McAllen Public Utility. A copy of such check is attached hereto.

RECEIVED:

By: 
Raul Lozano

Print Name: RAUL LOZANO



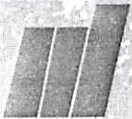
CITY OF McALLEN AND/OR McALLEN PUBLIC UTILITY
 P.O. Box 220 McAllen, TX 78505-0220

100070

Check No. 380190

INVOICE	DESCRIPTION	AMOUNT
30431	INTERLOCAL/DOVE RD IMPROV <i>McAllen</i>	1,066,171.70

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.



CITY OF McALLEN
 AND/OR McALLEN PUBLIC UTILITY
 Disbursement Fund
 P.O. Box 220 McALLEN, TEXAS 78505-0220

FIRST NATIONAL BANK
 EDINBURG, TEXAS

DATE	CHECK NUMBER
05-03-2011	380190

CHECK AMOUNT	
\$	*1,066,171.70

VOID AFTER 90 DAYS

PAY ONE MILLION SIXTY SIX THOUSAND ONE HUNDRED SEVENTY ONE AND 70/100 DOLLARS *****

TO THE ORDER OF HIDALGO COUNTY
 P O BOX 758
 EDINBURG TX 78540

Miché R. Perez

CITY MANAGER

⑈0000380190⑈ ⑆114921415⑆ ⑈0140012303⑈

05/04/11

Received by: *Alejo T...*

HIDALGO TREASURER CHIEF DEPUTY



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 2, 2011

Hector "Tito" Palacios
Hidalgo County Commissioner Precinct No. 2
301 E. State Street
Pharr, Texas 78577


RE: South McColl Project (CSJ: 0921-02-171)

Dear Commissioner Palacios:

Unfortunately, we won't be able to include the McAllen PUB waterline improvements in the roadway construction project as an additive alternative bid item. The improvements can remain in the contract as a regular bid item, but we'll need an additional agreement directly with McAllen PUB and will need to collect the funding for this work from them prior to the letting of the project which is scheduled for July.

Please feel free to call me or our project manager, Griselda Saldivar, P.E. at 702-6100 if you have any questions or need additional information.

Sincerely,



Jody R. Ellington, P.E.
Director of Transportation Planning and Development

THE TEXAS PLAN

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PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

AI-27048

23.A.

Pct. 2-Advanced Funding Agreement with TXDOT for South McColl Rd Project

CC REGULAR

Date: 06/14/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. 2 TXDOT (1315):

1. Discussion, consideration, and approval of an Advance Funding Agreement (A.F.A.) between County of Hidalgo and Texas Department of Transportation for highway improvements to South McColl Road CSJ#0921-02-171 (from Orangewood Dr to Dicker Road), this agreement will supersede the A.F.A. previously executed on August 15, 2006.
2. Approval and authorization for County Judge to sign and accept the A.F.A. with TXDOT for the South McColl Road Project.
3. Approval of interfund transfer from various Certificates of Obligation to TXDOT-S. McColl Rd, fund 1315, prog. 028 in the total amount of \$528,759.00.
4. Approval for County Treasurer to issue check to TXDOT in the amount of \$528,759.00 as stipulated in "Attachment C" of the A.F.A., once the Auditor has completed review, audit, and processing procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-122-028-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Interfund transfer from 2002 & 2004 CO's into TxDot-S. McColl Road Project, prog. 028 in the amount of \$528,759.00

Attachments

Link: [Interfund Transfer](#)
Link: [Advance Funding Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	06/09/2011 03:12 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/10/2011 09:04 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/10/2011 09:39 AM	APRV

4	Budget & Management	Erika Zamora	06/10/2011 10:12 AM	APRV
5	Auditor's Office	Arcilia Duran	06/10/2011 03:05 PM	APRV
6	Budget & Management		06/10/2011 03:21 PM	NEW

Form Started By: Erika Zamora
Started On: 06/09/2011 10:55 AM

Final Approval Date: 06/10/2011



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 7, 2011

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

**RE: Advance Funding Agreement
South McColl Road
CSJ#0921-02-171**

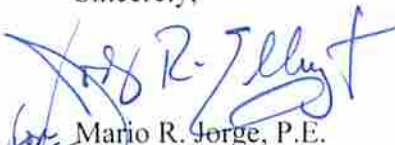
Dear Judge Garcia:

As you know, we have an executed Advance Funding Agreement (AFA) covering the preliminary engineering and right of way acquisition using some of the SAFETEA-LU earmarks funds you received back in 2005. Since then, the project has been authorized for construction and has received additional federal funding from a 2009 Transportation, Community, and System Preservation Program Grant and Category 12 funds. Normally, we would do an amendment to the AFA but there have been so many other changes, our legal counsel has determined it is more practical to execute a new AFA.

Attached are two originals of the new Advance Funding Agreement, which replaces the AFA executed August 15, 2006. Please sign and return both signed originals along with the County's resolution authorizing the AFA to the attention of Mr. Jody R. Ellington, our Director of Transportation Planning and Development, at the above address for further processing. Since, this project is scheduled to let in July 2011, please also include a check or a warrant for \$528,759, to cover the County's estimated share of Construction and Direct State Costs for Preliminary Engineering and Construction, made payable to the Texas Department of Transportation Trust Fund.

Should you have any questions, feel free to contact me or Mr. Ellington at 702-6100.

Sincerely,



Mario R. Jorge, P.E.
Pharr District Engineer

Attachment

cc: Hector "Tito" Palacios, Hidalgo County Commissioner, Precinct 2
Jody R. Ellington, P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager
Project File

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PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
CATEGORY 10 and CATEGORY 12 PROJECT
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 110266, 111335 and 112237, authorizing the State to undertake and complete a highway improvement generally described as improvements to South McColl Road from Orangewood Drive to Dicker Road; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, which is attached to and made a part of this agreement as Attachment "A" for improvements to South McColl Road at the location shown on the Map, which is attached to and made a part of this agreement as Attachment "B" referred to as the Project;

WHEREAS, Advance Funding Agreement CSJ 0921-02-171 executed August 15, 2006, is deleted in its entirety and is being replaced with this Advance Funding Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Construct 2 lane roadway with 4 lane transitions on South McColl from Orangewood to Dicker Road as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M.** If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The State will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CSJ # 0921-02-171, etc.
 District # 21 – Pharr
 Code Chart 64 # 50109
 Project: South McColl from Orangewood
 to Dicker Road
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

Local Government:	State:
County Judge Hidalgo County P.O. Box 1356 Edinburg, Texas 78540	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Entity, and attachments found at web address
http://txdot.gov/business/business_outreach/mou.htm.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:
 - 1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

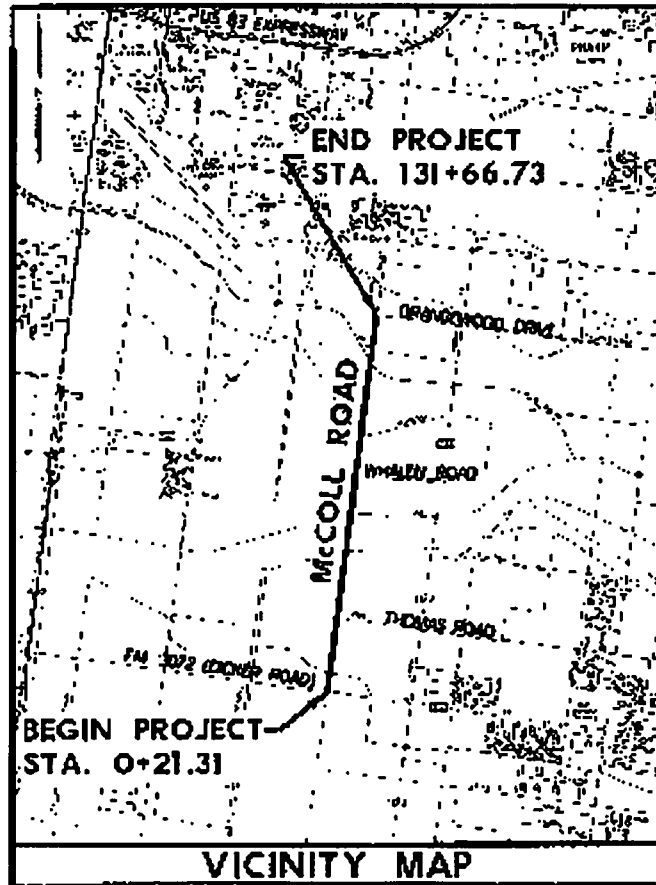
Date

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



CSJ # 0921-02-171, etc.
 District # 21 – Pharr
 Code Chart 64 # 50109
 Project: South McColl from Orangewood
 to Dicker Road
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C

PROJECT BUDGET

The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Government Participation EDC @ 92%			
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	
Preliminary Engineering (By LG) Non-Participating	\$386,303.00	0%	\$0.00	0%	0%	\$0.00	100%	100%	\$386,303.00	
Preliminary Engineering (By LG) Participating	\$323,409.00	80%	\$258,727.00	0%	0%	\$0.00	20%	20%	\$64,682.00	
Right of Way (ROW) Acquisition & Compensable Utility Adjustments (By LG)	\$591,000.00	80%	\$472,800.00	0%	0%	\$0.00	20%	20%	\$118,200.00	
Construction – Federal Funds (Cat 10) Earmark & Transportation Community and System Preservation (By State) Participating	\$1,642,807.50	80%	\$1,314,246.00	0%	0%	\$0.00	20%	20%	\$328,561.50	
Construction (By State) Non-Participating	\$157,192.50	0%	\$0.00	0%	0%	\$0.00	100%	100%	\$157,192.50	
Construction – (Cat 12) (By State) Participating	\$2,000,000.00	80%	\$1,600,000.00	0%	18.4%	\$368,000.00	20%	1.6%	\$32,000.00	
SUBTOTAL	\$5,100,712.00		\$3,645,773.00			\$368,000.00			\$1,086,939.00	
Direct State Costs .05% Overall (\$20,064)	Environmental (10%)	\$2,007.00	80%	\$1,606.00	0%	0%	\$0.00	20%	20%	\$401.00
	Right of Way (30%)	\$6,019.00	80%	\$4,815.00	0%	0%	\$0.00	20%	20%	\$1,204.00
	Preliminary Engineering (30%)	\$6,019.00	80%	\$4,815.00	0%	0%	\$0.00	20%	20%	\$1,204.00
	Utility (30%)	\$6,019.00	80%	\$4,815.00	0%	0%	\$0.00	20%	20%	\$1,204.00
Construction Direct State Costs (11.5%)	\$437,000.00	80%	\$349,600.00	0%	18.4%	\$80,408.00	20%	1.6%	\$6,992.00	
Indirect State Costs (6.2%)	\$316,244.00	0%	\$0.00	100%	100%	\$316,244.00	0%	0%	\$0.00	
TOTAL	\$5,874,020.00		\$4,011,424.00			\$764,652.00			\$1,097,944.00	

CSJ # 0921-02-171, etc.
District # 21 – Pharr
Code Chart 64 # 50109
Project: South McColl from Orangewood
to Dicker Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

The Local Government will be responsible for the required Local Government Match as well as 100% of all non-participation or ineligible costs.

It is understood that the above costs are estimates only. Final participation amounts will be based on actual charges to the project.

Initial payment by the Local Government to the State: **\$4,013.00**
Payment by the Local Government to the State 60 days prior to letting: **\$524,746.00**
Estimated total payment by the Local Government to the State **\$528,759.00**

AI-26927

24.A.4.

Claims from ThyssenKrupp-Invoices-May 2010

CC REGULAR

Date: 06/14/2011

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of claims (invoices) totaling \$3,566.00 from ThyssenKrupp for services rendered after expiration of contract period extension of 5-3-10 and before new contract effective June 12, 2010.

BACKGROUND

Agreement's sixty (60) day grace period extension expired on 5-3-10. These services were rendered during the thirty (30) day grace period extension and before the commencement of the new contract period of June 12 , 2010. YTD date (20110) expenditures for that commodity code were at approximately \$11K.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1100-419-40-40-220-001-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

Link: [BACKUP](#)

Link: [Thyssenkrupp Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/03/2011 02:16 PM	APRV
2	Olga Garza	Angela Garcia	06/03/2011 02:51 PM	APRV
3	Purchasing Department (Originator)	Marty Salazar	06/06/2011 02:51 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 01:27 PM	APRV
5	Purchasing Department (Originator)	Marty Salazar	06/10/2011 01:35 PM	APRV

Form Started By: Marty Salazar

Started On: 06/03/2011 09:28 AM

Final Approval Date: 06/10/2011

Martha Salazar

From: Laznovsky, Gregory S. [Gregory.Laznovsky@thyssenkrupp.com]
Sent: Wednesday, June 01, 2011 1:59 PM
To: Richard Sunday; Daniel Flores; Martha Salazar; Matilde Faz; Alma Ybarra
Cc: Warren, Micky H.; Mayfield, Donnye; Cook, Glenda S.; Harrison, Bill; pvasquez@tcpn.org
Subject: FW: Hidalgo County Courthouse PO#658466

Hello All,

According to our Finance Administrator The County of Hidalgo still has some outstanding invoices from May of 2010. Until the past due invoices are resolved I do not have the authority to book this job and/or order any material. Please contact Glenda Cook regarding this issue.

Thank you,

Gregg Laznovsky - Sales Manager
ThyssenKrupp Elevator
324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
Office:(956) 233-1136 or (800) 334-8984
Fax: (866) 228-5158
Cell: (956) 592-0210
E-mail: gregory.laznovsky@thyssenkrupp.com

From: Cook, Glenda S.
Sent: Wednesday, June 01, 2011 12:53 PM
To: Laznovsky, Gregory S.
Cc: McGrew, Gloria G.; Mayfield, Donnye
Subject: RE: Hidalgo County Courthouse PO#658466

They still owe \$4,116 from as far back and May 2010. I do not have the authority to approve with outstanding invoice(s).

Thank you,
Glenda Cook
Finance Administrator
ThyssenKrupp Elevator
5449 Bear Ln Ste 406
Corpus Christi, TX 78405
361-299-0033 Fax 866-228-5158
Cell 361-533-2105
E-mail: Glenda.Cook@thyssenkrupp.com

From: Laznovsky, Gregory S.
Sent: Wednesday, June 01, 2011 12:43 PM
To: Cook, Glenda S.
Cc: McGrew, Gloria G.; Mayfield, Donnye
Subject: FW: Hidalgo County Courthouse PO#658466

Glenda,

Please approve this customer for the attached Work Order.

Gloria,

6/3/2011

Please let me know the Q & Ticket Number once you have the info.

Thanks,

GSL

From: Laznovsky, Gregory S.

Sent: Wednesday, June 01, 2011 12:39 PM

To: Laznovsky, Gregory S.

Subject: Hidalgo County Courthouse PO#658466

6/3/2011

Martha Salazar

From: Alma Ybarra [alma.ybarra@co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 7:56 AM
To: 'Richard Sunday'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Daniel Flores'; 'Seferino Garza'
Subject: RE: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

Mr. Sunday,

The invoices listed below do have the correct contract pricing that had expired on 05-03-10, we did have a purchase order opened (637292) but it was only for the month of April and up to the 3rd.of May.

Alma

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 4:59 PM
To: 'Alma Ybarra'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Daniel Flores'; 'Seferino Garza'
Subject: FW: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

URGENT PLEASE

Hello Alma,
Please take a look at the invoices attached and mentioned below: Does the pricing TKE used on them match the contract pricing that was in place at the end of March 2010, but had expired when these invoices were incurred? Please verify and get back to us. With your confirmation, Ms. Marty is going to work on generating a PO retroactively, then we'll have to work on expediting payment.
Thanks, Rick

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 4:51 PM
To: 'Darlene Betancourt'
Subject: FW: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

FYI

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 4:43 PM
To: 'Darlene Betancourt'
Subject: FW: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

Hello Darlene,
I just found out Ms. Marty was out today. This is an urgent situation she was going to try and help fix. Can you help with it?
Thanks,

Rick Sunday

BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions &

6/3/2011

Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 3:31 PM
To: 'Martha Salazar'
Subject: FW: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

Marty, the object code is "431".

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 3:22 PM
To: 'Alma Ybarra'; 'Daniel Flores'
Cc: 'Martha Salazar'; 'Rey Salazar'; 'Sergio Cruz'; 'valde.guerra@co.hidalgo.tx.us'
Subject: TK Elevator, Hidalgo Service Tickets of May 2010 & Past Due Invoices Preventing Service on the Court House Elevator Down for Several Weeks Now

URGENT PLEASE, TRYING TO GET ACCOUNT OFF CREDIT HOLD IN ORDER TO GET SERVICE

Hello Alma,
 3 past due TKE invoices & supporting work tickets from May of last year attached, which are preventing us from getting the Court House elevator repaired/up and running.

- 1) 5/12/10; Inv. #109330; \$558.00; "routine maintenance"; Court House.
- 2) 5/1/10; Inv. #507025; \$175.00; "routine maintenance"; County Clerk's Warehouse.
- 3) 5/12/10; Inv. #109333; \$1,050.00; "routine maintenance"; Old Admin. Bldg.

Question please: **What is the correct "object code" for "routine maintenance"?**

Thanks,

Rick Sunday

BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
 Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
 956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

From: Cook, Glenda S. [mailto:Glenda.Cook@thyssenkrupp.com]
Sent: Thursday, June 02, 2011 11:30 AM
To: richard.sunday@co.hidalgo.tx.us; alma.ybara@co.hidalgo.tx.us; Daniel Flores
Cc: Laznovsky, Gregory S.
Subject: FW: Hidalgo tickets May 2010

Here are the tickets in May 2010 to back up the unpaid May invoices

Thank you,
 Glenda Cook
 Finance Administrator
 ThyssenKrupp Elevator
 5449 Bear Ln Ste 406
 Corpus Christi, TX 78405
 361-299-0033 Fax 866-228-5158
 Cell 361-533-2105
 E-mail: Glenda.Cook@thyssenkrupp.com

6/3/2011

Requisition

Req # 00172317

PO # 637292

Date: 03/15/10

Bill To: x
x

Vendor : 237205
 THYSSENKRUPP ELEVATOR CORPORATION
 5449 BEAR LANE, SUITE 406
 CORPUS CHRISTI TX 80907

Ship To: FACILITIES MANAGEMENT DEPARTMENT
 3100 S. BUSINESS HWY 281
 EDINBURG TX 78539

Contact: ALMA
 956-289-7851

Contract No:

Special Instructions:
 REQ 398

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-09-006-03-03 EXPIRES 5/3/10; DO NOT DUPLICATE ORDER		
2.00	MONTH	Monthly Elevator Service for(2) Units at the Courthouse (April-May	558.00	1,116.00
2.00	MONTH	Monthly Elevator Service for (4) Units at the Old Admin. Building (April-May)	1,050.00	2,100.00
2.00	MONTH	Monthly Elevator Service at County Clerks Warehouse(1-2 Story Elevator) (April--May	175.00	350.00
1.00		8/20/10 liq po no longer outstanding b#5178 ad Account No _____	Encumbrance	.00
		0-1100-419-40-220-001-0-431	3,566.00	
			Freight	.00
			Total	3,566.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Exhibit "B"

HIDALGO COUNTY
 "MAINTENANCE & REPAIRS FOR ELEVATORS
 LOCATED IN COUNTY OWNED BLDGS"
 2009-006-02-23-MEG

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.

	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE					
COURTHOUSE 100 N CLOSER	2 UNITS \$558 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE	UNLIMITED - NO EXTRA CHARGE
ADMINISTRATION 100 E CAÑO	4 UNITS \$1,050 PER MO.		UNLIMITED - NO EXTRA CHARGE	UNLIMITED - No EXTRA CHARGE	UNLIMITED - No EXTRA CHARGE
TOTAL COST	\$1,608 PER MO.		\$ 0.00	\$ 0.00	\$ 0.00

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1 ROY RANGEL	27 YEARS	NEIEP - NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM
2 MARK CASTRO	14 YEARS	NEIEP
3 DON PRESCOTT	28 YEARS	NEIEP
4 BOBBY SCHUMANN	30 YEARS	NEIEP

ADDENDUM NO. 1

February 12, 2009

"Maintenance & Repairs for Elevators Located In County Owned Buildings"
RFB NO.: 2009-006-02-23-MEG

NOTE: ADDITIONAL ELEVATOR

Please add the following elevator and include this page for pricing on Exhibit "B".

Elevator Description:	1- 2 Story Elevator				
Located:	Hidalgo County Clerk Warehouse				
	317 N. Closner				
	Edinburg, Texas 78539				
	Hydro	Traction	Service calls normal hours from 8-5	After hours Nights, weekends & Holidays	Emergency Calls
BUILDING MONTHLY RATE	\$175 PER MO		UNLIMITED	UNLIMITED	UNLIMITED
TOTAL COST	\$175 PER MO		\$0.00	\$0.00	\$0.00

I, GREGORY S. LAZOVSKY, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-"HIDALGO COUNTY Maintenance & Repairs for Elevators Located in County Owned Buildings".

GREGORY S. LAZOVSKY / THYSSENKRUPP ELEVATOR

Printed Bidder Name

02/13/09

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

(361) 299-0033

REMIT TO TKE CORP

PO BOX 933004
ATLANTA GA 31193-3004

ELEVATOR MAINTENANCE

175.00

.00

175.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

HIDALGO CO CLERK WAR
917 N. CLOSNER
EDINBURG TX

8176072 077IX01785 05 01 10



507025

05/01/10 TO 05/31/10

04-23-2010 | Maintenance Billing Mailers for SW Regio



Available Keys:

Invoice number

ThyssenKrupp Elevator



Customer Service Ticket

Print Date: 6/2/11

5449 BEAR LANE, STE 406
CORPUS CHRISTI, TX 78405
Phone: 3612990033

Location:
HIDALGO COUNTY CLERK WAREHOUSE
317 N CLOSNER
EDINBURG, TX 78539
IX01785 - 8176072

Date: 05/27/2010 **From:** 10:30 AM **To:** 11:30 AM
Branch No.: 77 **Route No.:** 3 **Ticket No.:** 360814
Received: 5/1/2010 12:00:00AM
Technician: RANGEL, ROY

BillingInfo:
Caller: Office / Office

Trouble Reported
(IX01785) Scheduled Maintenance May 2010

Action Required
Performed Routine Maintenance.

Part Number	Description	Quantity
-------------	-------------	----------

Maintenance Contract			Warranty Maintenance		
Maintenance	Call Back	Billable	Maintenance	Billable	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Payroll & Expense Information							
Zone	Substance	Garage	Misc	Mltas	Materials	PerDiem	Tolls
0.00	\$ 0.00	\$ 0.00	\$0.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

	Work Time				Travel Time			
	ST	15	17	20	ST	15	17	20
Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Customer Signature

Technician Signature

(361) 299-0033

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

REMIT TO TKE CORP
 PO BOX 933004
 ATLANTA GA 31193-3004

1,050.00

.00

1,050.00

ACCOUNTS PAYABLE
 COUNTY OF HIDALGO-BUILDING
 PO BOX 1356
 EDINBURG TX 78539-0000

HIDALGO CO ADMIN BLD
 100 E. CANO
 EDINBURG TX

8176072 077IX01787 05 12 10

* 109333 05/01/10 TO 05/31/10

05-16-2010 | Maintenance Billing Daily for THYSSENKRU



Available Keys:
 Invoice number

Passbook

THYSSENKRUPP ELEVATOR CORP. ORIGINAL INVOICE

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET-INVOICES ARE DUE
WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 558.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 558.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1358
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO COURTHOUS 100 E. CLOSNER EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01786	05 12 10
INVOICE NO.	SERVICE PERIOD	
109330	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042

THYSSENKRUPP ELEVATOR CORP. CUSTOMER COPY

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET-INVOICES ARE DUE
WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 558.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 558.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1358
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO COURTHOUS 100 E. CLOSNER EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01786	05 12 10
INVOICE NO.	SERVICE PERIOD	
109330	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042

THYSSENKRUPP ELEVATOR CORP. REMITTANCE COPY

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET-INVOICES ARE DUE
WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 558.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 558.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1358
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO COURTHOUS 100 E. CLOSNER EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01786	05 12 10
INVOICE NO.	SERVICE PERIOD	
109330	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042



ThyssenKrupp Elevator

Customer Service Ticket

Print Date: 6/2/11

5449 BEAR LANE, STE 406
CORPUS CHRISTI TX 78405
Phone: 3612990033

Location:
HIDALGO COUNTY COURTHOUSE
100 E CLOSNER
EDINBURG, TX 78539
IX01786 - 8176072

Date: 05/05/2010 **From:** 2:30 PM **To:** 4:30 PM
Branch No.: 77 **Route No.:** 3 **Ticket No.:** 360815

Received: 5/1/2010 12:00:00AM

Technician: RANGEL, ROY

BillingInfo:

Caller: Office / Office

Trouble Reported

(IX01786) Scheduled Maintenance May 2010

Action Required

Performed Routine Maintenance.

Part Number	Description	Quantity
-------------	-------------	----------

Maintenance Contract			Warranty Maintenance		
Maintenance	Call Back	Billable	Maintenance	Call Back	Billable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Payroll & Expense Information

Zone	Subsistence	Carriage	Misc	Miles	Materials	Per Diem	Tolls
0.00	\$ 0.00	\$ 0.00	\$0.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

	Work Time				Travel Time			
	0-5	5-17	17-20	20+	0-5	5-17	17-20	20+
Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Customer Signature

Technician Signature

THYSSENKRUPP ELEVATOR CORP.**ORIGINAL INVOICE**FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033TERMS: NET-INVOICES ARE DUE
WHEN RENDEREDREMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 1,050.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 1,050.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO ADMIN BLD 100 E. CANO EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01787	05 12 10
INVOICE NO.	SERVICE PERIOD	
109333	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH
THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042

THYSSENKRUPP ELEVATOR CORP.**CUSTOMER COPY**FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033TERMS: NET-INVOICES ARE DUE
WHEN RENDEREDREMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 1,050.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 1,050.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO ADMIN BLD 100 E. CANO EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01787	05 12 10
INVOICE NO.	SERVICE PERIOD	
109333	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH
THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042

THYSSENKRUPP ELEVATOR CORP.**REMITTANCE COPY**FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033TERMS: NET-INVOICES ARE DUE
WHEN RENDEREDREMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

THIS IS A CORRECTED INVOICE FOR THE PERIOD REFERENCED BELOW.

AMOUNT	\$ 1,050.00
SALES TAX	.00
PLEASE PAY THIS AMOUNT	\$ 1,050.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO ADMIN BLD 100 E. CANO EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	077IX01787	05 12 10
INVOICE NO.	SERVICE PERIOD	
109333	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH
THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

FDL042

ThyssenKrupp Elevator



Customer Service Ticket

Print Date: 6/2/11

5449 BEAR LANE, STE 406
CORPUS CHRISTI, TX 78405
Phone: 3612990033

Location:
HIDALGO-CO ADMIN BLDG
100 E CANO
EDINBURG, TX 78539
IX01787 - 8176072

Date: 05/05/2010 **From:** 9:30 AM **To:** 1:30 PM

Branch No.: 77 **Route No.:** 3 **Ticket No.:** 360816

Received: 5/1/2010 12:00:00AM

Technician: RANGEL, ROY

BillingInfo:

Caller: Office / Office

Trouble Reported

(IX01787) Scheduled Maintenance May 2010

Action Required

Performed Routine Maintenance.

Part Number	Description	Quantity
-------------	-------------	----------

Maintenance Contract

Warranty/Maintenance

Maintenance	Call Back	Billable	Maintenance	Billable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Payroll & Expense Information

Zone	Subsistence	Garage	Misc	Miles	Material	PerDiem	Tolls
0.00	\$ 0.00	\$ 0.00	\$0.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

Work Time

	SH	HS	TR	SO	STW	MS	TR	SO
Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Customer Signature

Technician Signature

THYSSENKRUPP ELEVATOR CORP.

ORIGINAL INVOICE

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET - INVOICES ARE
DUE WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

5491

M E M O

ELEVATOR MAINTENANCE

91013

AMOUNT	\$	175.00
SALES TAX		.00
PLEASE PAY THIS AMOUNT	\$	175.00

110-419-40-220-001 & 431
17500
PO# 637292

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

LOCATION/CUSTOMER PURCHASE ORDER NO.		
HIDALGO CO CLERK WAR 317 N. CLOSNER EDINBURG TX		
CUSTOMER NO.	OUR JOB NO.	INVOICE DATE
8176072	0771X01785	05 01 10
INVOICE NO.	SERVICE PERIOD	
507025	05/01/10 TO 05/31/10	

GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

THYSSENKRUPP ELEVATOR CORP.

CUSTOMER COPY

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET - INVOICES ARE
DUE WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

5491

M E M O

ELEVATOR MAINTENANCE

GOOD SERVICES RECEIVED BY:
County Clerk

INVOICE RECEIVED BY:
Alma ON *5/4/10*

AMOUNT	\$	175.00
SALES TAX		.00
PLEASE PAY THIS AMOUNT	\$	175.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

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THYSSENKRUPP ELEVATOR CORP.

REMITTANCE COPY

FOR INFORMATION CONCERNING THIS INVOICE
CONTACT: (361) 299-0033

TERMS: NET - INVOICES ARE
DUE WHEN RENDERED

REMIT TO TKE CORP
PO BOX 933004
ATLANTA GA 31193-3004

5491

M E M O

ELEVATOR MAINTENANCE

AMOUNT	\$	175.00
SALES TAX		.00
PLEASE PAY THIS AMOUNT	\$	175.00

ACCOUNTS PAYABLE
COUNTY OF HIDALGO-BUILDING
PO BOX 1356
EDINBURG TX 78539-0000

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GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

RECEIVED BY
 COUNTY CLERK
 2010 MAY 16 AM 11



ThyssenKrupp Elevator

Customer Service Ticket

Print Date: 6/2/11

5449 BEAR LANE. STE 406
CORPUS CHRISTI, TX 78405
Phone: 3612990033

Location:
HIDALGO COUNTY CLERK WAREHOUSE
317 N CLOSNER
EDINBURG, TX 78539
IX01785 - 8176072

Date: 05/27/2010 **From:** 10:30 AM **To:** 11:30 AM
Branch No.: 77 **Route No.:** 3 **Ticket No.:** 360814

Received: 5/1/2010 12:00:00AM
Technician: RANGEL, ROY

BillingInfo:
Caller: Office / Office

Trouble Reported
(IX01785) Scheduled Maintenance May 2010

Action Required
Performed Routine Maintenance.

Part Number	Description	Quantity
-------------	-------------	----------

Maintenance Contract			Warranty Maintenance		
Maintenance	Call Back	Billable	Maintenance	Call Back	Billable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Payroll & Expense Information							
Zone	Subsistence	Carriage	Misc	Miles	Materials	PerDiem	Tolls
0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.0	\$ 0.00	\$ 0.00	\$ 0.00

	Work Time				Travel Time			
	SI	IS	IS	IS	SI	IS	IS	IS
Billable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Billable	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Customer Signature

Technician Signature

Courthouse Related Function/Reports/Projects
CC REGULAR

Date: 06/14/2011
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

- a. Presentation by Eli Ochoa, ERO International contracted architect for: (Phase II-Courthouse Property Condition, Environmental Assessments and Needs Analysis and Programming completed in 2009;
- b. Information as to recent major repairs and operational related expenditures due to Courthouse age and physical condition;
- c. Information as to on-going efforts by Hidalgo County to address deficiencies at the Courthouse;
- d. Recommendation by Purchasing Department and administrative staff to engage a professional master planning services provider to review, assess and synthesize all the elements (Courthouse Report by ERO, Historical Commission Report, City of Edinburg, Administration Needs, On-Going Efforts to address critical deficiencies, Etc. related to Courthouse function; if applicable,
- e. Discussion and action in connection with possibly entering into an Inter-local Cooperation Agreement with the City of Edinburg for the funding of the master planning services discussed herein;
- f. Methods of Engagement:
 1. Nominate from County's approved "pool" of architects using the established protocol for selection and engagement;
 2. Contract for Master Planning Services provider through our membership/participation with H-GAC;
 3. Project specific procurement of a Request for Qualification (RFQ) for the provision of Master Planning Services;

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budgetary impact on recommendation to engage professional master planning services needs to be addressed by DBM. However, City of Edinburg has made offers to enter into ILA to pay for said services.

Funding will be identified prior to contract award. Potential funding source: County-wide contingency.

Attachments

Link: [Executive Summary Report](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/10/2011 09:53 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2011 10:12 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/10/2011 02:54 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW
Form Started By: Marty Salazar			Started On: 06/07/2011 03:23 PM	

Final Approval Date: 06/10/2011

**HIDALGO COUNTY COURTHOUSE COMPLEX
PROPERTY CONDITION & ENVIRONMENTAL ASSESSMENT
ERO Project #09005
Date: May 29, 2009**

Executive Summary of Existing Buildings & Site Inspection for Hidalgo County Courthouse Complex

We have concluded our assessment of the existing buildings and site conditions at the Courthouse complex. Our Assessment documentation included in this binder is organized by Tabs 1 thru 8. Each Tab, or section, deals with the intricacies of the property assessment and is separated into specific "reports."

During our site visits and subsequent evaluation, major concerns were uncovered pertaining to:

- 1) **Health and Life Safety**
- 2) **Building Support Systems**
- 3) **Immediate Maintenance Needs**
- 4) **Functional Deficiencies**

Several issues raised in this report will fall under more than one of the above categories. In addition to these four major areas of concern, we have identified specific elements and items that need to be addressed as the County moves forward with renovations, additions, demolition or new construction at the Courthouse complex and property.

HEALTH & LIFE SAFETY:

Health and Life safety concerns must be dealt with immediately. We believe that the health and safety of staff, visitors, and all occupants of the buildings are in potential danger if the County does not take action.

The health and life-safety issues include, but are not limited to:

- Health concerns arising from Asbestos, Mold and Lead-Based Paint present in the building
- Moisture Infiltration
- Fire alarm and fire-suppression system improvements
- Building and site egress improvements
- Security system conflicts with fire egress requirements
- Blocked and mislabeled means of egress
- Inadequate space to safely house current staff and storage needs

Life-safety improvements must be made regardless of future renovation or maintenance plans. It should also be noted that any improvements to the existing buildings, large or small, must be carried out while the buildings are occupied, unless additional space can be found off site for temporary relocation of staff and operations.

BUILDING SUPPORT SYSTEMS:

Maintenance and expansion of building support systems are needed to accommodate current functions in the Courthouse. If additional programmed spaces are needed, building systems need to be sized appropriately.

The Building Support Systems issues include, but are not limited to:

- Mechanical (HVAC) System
- Electrical System
- Plumbing (including toilet rooms) System
- Data and IT System
- Security System
- Transportation System (Parking, Loading, etc.)
- Prevention of Moisture Infiltration (Site Drainage and Building Envelope)

IMMEDIATE MAINTENANCE NEEDS:

Immediate maintenance needs include Health and Life Safety improvements, as well as other repairs and renovations needed to provide for daily operations and Courthouse functions.

The immediate maintenance needs include, but are not limited to:

- See list under "Health and Life Safety"
- Prevention of further moisture infiltration through roofing, skylights, building envelope, site drainage, etc.
- Clean-up and renovations needed to remove damaged elements (drywall, insulation, ceiling tile, etc.) resulting from moisture infiltration or burst pipes.
- Repair and/or replace leaking pipes
- Repair and/or replace exterior sealant and stone building panels that could fall and injure people below
- Create clear code required egress paths in work areas, corridors, stairwell entrances and building exits.
- Repair and/or replace ADA accessible parking and sidewalks

Key repairs needed in the near term include, but are not limited to re-roofing, asphalt paving, re-grading problem site areas, replacement of panels and caulking of exterior walls, replacement of window glazing and doors, environmental remediation, accessibility improvements, life safety improvements and fire suppression system, as well as electrical, plumbing and mechanical upgrades.

FUNCTIONAL DEFICIENCIES:

It is our understanding that the County is interested in the possibility of renovations to the building to improve functionality of current uses and perhaps to include additional courtroom uses. ERO Architects is currently helping the County with Facility Programming needs, requirements and functionality relationships and will address programming in a separate document. Our Assessment of the existing site and buildings includes the following concerns and recommendations about the functionality of the facilities:

- The **Annex Building** poses health concerns and ERO recommends that the functions currently housed in the building be relocated and that the Annex be demolished.
- The **Main Courthouse Building** is overcrowded and cannot support additional functions without major renovations and additions. In fact, it is our recommendation that the County re-evaluate existing functions housed in the building and relocate some functions to other locations as may be appropriate.
- The **Main Courthouse Building** is in need of major renovations to accommodate Code required improvements and possible added functional requirements, such as new courtrooms and support spaces.

To address the above functionality concerns, monies need to be spent in the following categories to improve existing facilities:

- Minimum Maintenance Improvements (minimum improvements can be thought of as those that will get you through the next 1-2 years)
- On-going Maintenance Improvements (improvements that can be made in phases to upgrade building support systems with approx. 5-10 year outlook)
- Major Maintenance Improvements (improvements that will extend the life of the building 20-30 years)
- Code Violation Upgrades and Additions
- Functionality Improvements and Additions
- Cosmetic improvements

Prior to significant monies being spent for improvements, it is ERO's recommendation that the County consider what **life expectancy** they desire to get from the existing facility. Is it 5 years, 10 years, 20-30 years, 50-60 years? It is possible to achieve long term function out of the existing facilities, but the existing building may not be able to house all of the County's **desired uses**. It is ERO's recommendation that the County also consider the **functional deficiencies** inherent to the existing main building even with future expansions or additions to it. For example, even if maintenance and life-safety improvements are completed in the existing building, the County would still have functional deficiencies that are very difficult to resolve, and satellite courtrooms would still be needed. Renovation and possible future expansion of the existing facilities are

dependant on functional requirements of the Programming needs for each department or courtroom. If the County renovates the existing facility, certain functional deficiencies remain. These functional deficiencies are as follow:

DISTRICT CLERK	
File Storage	<ol style="list-style-type: none"> 1. 40,000 square feet of storage is offsite 2. Inventory and archival nightmare 3. Many lost files 4. Requires drivers and vehicles for transportation of files 5. Lost time and effort in transporting files
Files Stored in the basement	<ol style="list-style-type: none"> 1. Without an elevator, files must be carried up and down the stairs 2. Basement floods during high rain incidences damaging files and/or evidence 3. High risk for workers compensation claims
Private Offices/Spaces	<ol style="list-style-type: none"> 1. Currently have only 4 private offices 2. Requirement for at least 12 private offices to house department heads and District Clerk's immediate subordinate staff 3. Small offices currently house multiple directors 4. District Clerk's office doubles as a file storage space 5. Housing office functions in the IDF and telephone rooms 6. High risk for workers compensation claims

DISTRICT CLERK (continued)	
Staff Open Area Workspace	<ol style="list-style-type: none"> 1,500 sf should accommodate no more than 25 staff Currently have over 55 staff in this area Worker efficiency is greatly reduced High risk for worker compensation claims Current staff projections indicate another 35 staff within 10 years No space available for growth This space should be at least 5,600 square feet
Ancillary Facilities	<ol style="list-style-type: none"> Lack departmental staff restrooms Lack adequate break room facilities Lack conference area

COUNTY CLERK	
File Storage	<ol style="list-style-type: none"> Many files are stored off site Currently making approximately 4 delivery trips per day Requires drivers and vehicles for transportation of files
Private Offices/Spaces	<ol style="list-style-type: none"> Currently need 2 private offices Future growth may require 2 more offices
Staff Open Area Workspace	<ol style="list-style-type: none"> No space is available for growth
Ancillary Facilities	<ol style="list-style-type: none"> Lack departmental restrooms

COURTROOMS	
Courtrooms	<ol style="list-style-type: none"> 1. Not all courtrooms will be housed in the building- access to District Clerk and County Clerk at issue 2. Lack public lobbies for staging public 3. Public utilizes hallway for staging, creating ingress and egress issues for public safety 4. Lack Attorney Consultation Rooms (2) 5. Lack Witness Rooms (2) 6. Lack Court Reporter Room 7. Lack Bailiff Office 8. Lack secured Prisoner access chase 9. Lack Prisoner Holding Cell 10. Lack Exhibit Storage Room 11. Lack General Storage 12. Lack sufficient Public Restrooms
Jury	<ol style="list-style-type: none"> 1. Some courtrooms lack Jury Rooms 2. Lack separate Jury restrooms 3. Lack separate Jury access to courtroom
Judges' Chambers	<ol style="list-style-type: none"> 1. Some lack private restrooms 2. Lack judge's storage 3. Lack judge's secretary 4. Lack judge's secretary storage 5. Lack office for judge's clerk

Sheriff's Department	
Security	<ol style="list-style-type: none"> 1. All courthouse functions should be subservient to security function 2. Should only be one secured public entrance 3. Lack space to add additional required metal detector and x-ray equipment 4. Prisoner transportation to courtrooms is not secured
General	<ol style="list-style-type: none"> 1. Lack OIC office 2. Lack monitoring room 3. Lack locker room 4. Lack departmental restrooms 5. Lack break room

GENERAL BUILDING	
Restrooms	<ol style="list-style-type: none"> 1. Existing restrooms are small for intensity of existing uses 2. Difficulty in adding restrooms to serve areas Programmed to have separate toilet facilities
Stairs/Elevators	<ol style="list-style-type: none"> 1. Lack of accessibility to egress stairs for all occupants. Relocation of existing storage and workstations that inhibit egress must be factored into renovation plans. 2. Lack of adequate stairwell(s) to accommodate adequate egress 3. lack of adequate elevators for transporting prisoners
Corridors	<ol style="list-style-type: none"> 1. Several corridors need to be reconfigured and cleared to meet widths required by code. This can be accomplished, but will necessitate some storage and workspaces be relocated.
Entrance / Lobby	<ol style="list-style-type: none"> 1. Lack of space to accommodate security and open areas with seating 2. Lack of lobbies and seat areas provided for Courts

Below is a summary of the site inspections performed by various consultants. This summary is intended as a broad overview of the reports submitted by the consultants; refer to each individual consultant's report for details, recommendations and further information.

General Conditions

The existing Courthouse site is approximately 4.74 acres located at 100 North Closser Blvd. Edinburg, Texas. The subject property consists of the Main building with two additions, one annex structure, sally port, landscaped areas and parking lots. The Courthouse was originally constructed in 1954 and subsequently remodeled with additions added in 1968 and 1978. The main Courthouse building contains approximately 93,088 square feet of floor area. The Annex is a single-story building containing approximately 8,000 square feet.

ERO Architects and our consultants conducted site visits and researched building, site and code issues. The City of Edinburg Building Code (2003 IBC) and Texas Accessibility Standards will apply to future renovations or additions to the complex.

Civil Engineering

Hinojosa Engineering, Inc. performed a field investigation to observe the drainage conditions and has produced a topographic survey. Site drainage is of concern for the existing buildings and for future expansion of the complex. Though positive drainage patterns were found throughout the site, several low areas need to be filled in and graded to allow drainage away from the buildings. Sidewalks and parking lots are also in need of repair. See Hinojosa's report in Tab 6 for a detailed discussion of site issues and survey information.

Mold Assessment

An assessment for mold was performed by Terracon of the walls, ceilings, floors and windows that were readily accessible during our site visits. Continuous moisture problems were seen and reported by staff and mold was found in the main building as well as the Annex. Visible mold growth was found on ceilings, behind artwork, in insulation, on mechanical piping, duct work, etc. Elevated mold concentrations in indoor environments occur when both moisture and food source are present. Indoor food sources for mold growth can include organic materials such as those resulting from flood or sewer back-up, or building materials containing cellulose such as carpet backing, drywall paper or ceiling panels. Moisture sources in buildings can occur as a result of leaks from water or sewer lines, moisture intrusion through roofs, windows, walls and foundations or as condensation in HVAC systems. For more detailed information, see Terracon's report in Tab 3.

We recommend that a special consultant be utilized at the time Hidalgo County moves forward with plans to renovate existing buildings, as part the Architectural and Engineering design team. Removal of associated building materials that are above the regulated quantities need to be accomplished by a trained and licensed mold contractor.

Areas of concern within the facility that fall below the regulated quantities by the State may be removed by a general contractor or maintenance personnel. However, we recommend that remediation be accomplished under the control of a trained and licensed mold contractor.

Asbestos

During our site visits, we noticed that asbestos-containing materials were found in the buildings and are typical of buildings of this age. These asbestos-containing materials (ACM's) include joint compound, flooring, floor mastics, drywall texture, ceiling tiles, roof mastic, pipe insulation, and possibly other items not accessible for easy viewing during our site visit. One-hundred eighty-three (183) samples were taken and evaluated. Eighteen (18) were found to contain asbestos. For more detailed information, see Terracon's report in Tab 4.

It is our recommendation that all ACM's be removed from the buildings. We recommend that a special consultant be utilized at the time Hidalgo County moves forward with plans to renovate existing buildings, as part the Architectural and Engineering design team. A licensed professional's work should include identification of asbestos-containing material square footages and a proposal for preparation of abatement specifications, contractor pre-bid meeting, abatement contractor selection, consultation with Texas Department of State Health Services, baseline air samples, air monitoring services, and generation of the final air monitoring reports. Notification of the presence of the materials should also be made to employees and visitors so that they do not inadvertently disturb the remaining asbestos-containing materials.

Lead Paint

During repair and/or renovation efforts, portions of the interior and exterior painted surfaces may require "significant abrasion" prior to modifying the building for reuse. With this in mind, forty-one (41) samples were taken and tested according to TELRR guidelines and the HUD standards for LBP, which is 0.5% by weight, or equivalent to 5,000 ppm. Twenty-eight (28) of these samples contain lead in concentrations below the detection limit fothe analysis performed and would be considered to present no hazard to the workforce. Eleven (11) samples analyzed contain lead in concentrations exceeding the detection limit byt less than 5,000 ppm for the analysis performed, and are therefore, considered a potential hazard by OSHA. Two (2) fo the paint samples were found to contain lead in concentrations greater than 5,000 ppm which would render the coatings s "Lead-Based Paint." For more detailed information, see Terracon's report in Tab 4.

We recommend that a special consultant be utilized at the time Hidalgo County moves forward with plans to renovate existing buildings, as part the Architectural and Engineering design team. Notification of the presence of lead paint should also be made to employees and visitors so that they do not inadvertently disturb the remaining lead-containing/lead-based paint materials.

Termites

Terminix conducted a visible and accessible walk-through inspection of both the interior and exterior of the facilities. The courthouse structures do not appear to have been treated around the full perimeter of the building. In order for the County to properly preserve and maintain the structures, it is our recommendation that an Exterior Perimeter Liquid Defend System using Termidor SC treatment be used, along with a termite baiting system. The combined price for treatment is \$17,087.26, with an annual combined maintenance fee of \$2350.00. For more detailed information, see Terminix's report in Tab 7.

Key Repair Costs

Key repair costs should be allocated to cover Maintenance Improvements, Code Violation Upgrades, Functionality Improvements and Cosmetic Improvements. A full breakdown of probable costs is provided in Tab 8 of this document. However, further investigation may uncover unknown items to be addressed.



AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the Twenty-third day of December in the year Two-Thousand and Eight.

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

and the Architect:

(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:

(Include detailed description of Project)

**Phase I:
EXISTING CONDITIONS**

Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:

(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D " Appendix A)

- (A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSESSMENT
- (B) NEEDS ANALYSIS AND PROGRAMMING

Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

Init.

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User Notes:

(1052290373)

Phase II (B) Needs Analysis & Programming.

Phase III:

DESIGN AND CONSTRUCTION

Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an "As Needed Basis" as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.

No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Evaluate existing courthouse for possible renovation.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 North Closner, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

N/A

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
- .3 A stipulated amount of \$216,580.00 for Architectural services for Phase I.
- .4 A stipulated amount of \$95,000.00 for Architectural services for Phase II (A);
- .5 A stipulated amount of \$125,000.00 for Phase II (B);
- .6 An allowance of \$20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
- .7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court

Phase II (A) – 3 months period upon approval of Commissioners' Court

Init.

Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor, Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

Init.

AI-27033

24.A.6.

**Approval to Undertake Park Planning Services Project Review and Assessment
CC REGULAR**

Date: 06/14/2011
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Executive Officer-Valde Guerra
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and action to entertain and proceed to develop the following project for: Park Planning Services include updates/status of Park Master Plan, Urban Park and Recreation Recovery (UPARR), and the development of Park Policies and Procedures.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary/fiscal impact at this time.
Possible funding sources include: Precincts Park Funds & Countywide Contingency

Attachments

Link: Pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/10/2011 09:53 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2011 10:12 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/10/2011 12:05 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 03:16 PM	APRV
5	Martha Salazar		06/10/2011 03:21 PM	NEW

Form Started By: Marty Salazar
Started On: 06/08/2011 04:30 PM

Final Approval Date: 06/10/2011

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ-REFERRAL POOL

DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"

RFQ NO: 2011-002-01-05-CGA

RFQ ACCEPTANCE DATE: JANUARY 05, 2011

ACCETANCE OPENING TIME: 9:30 A.M.

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2011 THROUGH FEBRUARY 8, 2012

AREA OF SPECIALIZATION

RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	Mayse & Associates, Inc. 14850 Quorum Drive. Ste A Dallas, Texas 75254 Ph: 972-386-0338 ext. 218 Fax: -72-386-0578 David Goldston dgoldston@yaseassociates.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓ LEED
#2	V-A ARCHITECTS Reynaldo Vargas, Architect, Inc. 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 v-aarchitecture@att.net	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
#3	Alcocer, Garcia & Associates Eduardo Alcocer, President 1333 E. Jasmine Avenue McAllen, Texas 78501 Ph: 956-618-2007 Fax: 956-618-2008	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	
#4	Ortiz Architecture and Environmental Juan Carlos Ortiz, Jr., AIA LEED 723 South Nebraska Ave. Weslaco, Tx 78596 Ph: 956-867-6969 Fax: 956-968-1945	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

#5	IDE*A Group LLC Jesus Bustos, AIA Principal 1409 Galveston Ave. McAllen, Tx 78501 Ph:686-6806		>	>		>		>	>	>	>		>	>	>
#6	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	>	>	>	>	>	>	>	>	>	>	>	>		
#7	Megamorphosis/T. Howard & Associates 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net		>	>		>			>	>	>				
#8	Rheinlander Architects 8500 N Mopac Expwy Ste 402 Austin, Texas 78759	>	>	>	>	>	>	>	>	>	>	>	>	>	
#9	Rike Ogden Figueroa (ROFA) 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		>	>	>	>			>	>	>			>	
#10	Dannenbaum Engineering Company 3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338 suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	>	>	>	>	>	>	>	>	>	>	>	>	>	
#11	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 milnet@swbell.net		>	>	>	>	>		>	>		>	>	>	
#12	AMTECH Building Sciences, Inc. 2403 N. 10 th St. Suite B-PMB 220 McAllen, TX 78501 (956) 686-7070 Fax: (956) 686-2233 mida@architectos.com	>	>		>		>		>	>			>		

<p>#13</p>	<p>GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 rgignac@gignac-associates.com</p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>
<p>14.</p>	<p>Negrete & Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613 dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com</p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>
<p>15.</p>	<p>Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 rudvg.gms@bizrgv.rr.com susana.gms@bizrgv.rr.com</p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>	<p>></p>

AI-26995

24.A.7.

Nomination-Surveyor to confirm metes/bounds-County-owned property-City of Pharr

CC REGULAR

Date: 06/14/2011
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Executive Officer-V. Guerra
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting the nomination of at least three surveying firms from the County's approved "pool" for the provision of surveyor services in connection with verification of metes and bounds described in a deed of a 2.56 acre tract of land conveyed to the County by the City of Pharr in 1979 so as to verify and possibly correct deed, if necessary as appraisal district cannot confirm information provided for verification and correction of ownership of property;

b. Assignment/designation of grading committee for project described above and herein;

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Item to be funded through Department of Budget and Management.
No Fiscal Impact at this time. Purchasing department will return with exemption from competitive bidding process, once a selection is made from the approved pool.
Funding will be addressed at that time.

Attachments

- Link: [City of Pharr](#)
- Link: [TX 1979](#)
- Link: [Email](#)
- Link: [Email](#)
- Link: [Pool](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/08/2011 10:45 AM	APRV

2	Budget & Management	Erika Zamora	06/08/2011 03:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/09/2011 04:35 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 01:49 PM	APRV

Form Started By: Marty Salazar

Started On: 06/07/2011 05:39
PM

Final Approval Date: 06/10/2011

32275

The State of Texas,
County of HIDALGO

} Know All Men by These Presents: *5/11*

That we, EDD M. BOLER and wife, VERNA MAE BOLER,
of the County of Hidalgo, State of Texas, for and in consideration
of the sum of Ten Dollars and other good and valuable consideration

to us in hand paid by CITY OF PHARR, TEXAS

XXXXXXXX

XXXXXXXXXX

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
CITY OF PHARR,

of the County of Hidalgo, State of Texas all that certain
lot, tract or parcel of land situated in Hidalgo County, Texas, to-wit:

A tract of 9.56 acres, more or less, being all of the East 10
acres of Lot 147, Kelly-Pharr Subdivision of Porciones 69 and
70, Hidalgo County, Texas;
SAVE AND EXCEPT a tract of 0.44 of an acre conveyed to
Eugene W. Park and wife, Cleta Jo Park, by deed dated July 25,
1955, recorded in Volume 839, Page 503, Deed Records of
Hidalgo County, Texas;
SUBJECT TO rules, regulations, rights of way and easements in
favor of Hidalgo County Water Improvement District No. 2; and
SUBJECT TO easements and conditions appearing on the recorded
map and dedication of the subdivision, and all visible ease-
ments.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said CITY OF PHARR, its
SUCCESSORS,

do hereby and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said CITY OF PHARR, its successors

do hereby and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS our hands at McAllen, Texas,
this 10th 20th day of ~~September~~ 19 77.
Witnesses at Request of Grantor: *October*
T.M.B.
E.M.B.

.....
Edd M. Boler
.....
Verna Mae Boler
.....
Verna Mae Boler

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF ~~Hidalgo~~ ^{HARRIS}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

EDD M. BOLER and wife, VERNA MAE BOLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 10th day of ~~Sept~~ ^{October} A. D. 19 77.

C. ELAINE BANKS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1979

C. Elaine Banks
Notary Public in and for ~~Hidalgo~~ ^{HARRIS} County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19 _____ in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk _____ County, Texas

By _____ Deputy.

32275

Warranty Deed

FROM

TO

FILED FOR RECORD

This _____ day of _____, A.D. 19 _____ at _____ o'clock _____ M.

County Clerk

Deputy

RECORDED

FILED FOR RECORD THIS DATE

In _____ County Records
At _____ o'clock _____ M.
In Book _____ on Page _____
OCT 25 1977

SANTOS SALBANA County Clerk

County Clerk, Hidalgo County, Texas

Deputy

Recording Fee \$ _____

This instrument should be filed, immediately with the County Clerk for Record. *Chgo*

WILLIAM E. YORK

ATTORNEY AND COUNSELOR

1101 VINE STREET

McALLEN, TEXAS 78301

The Odger Company, Publishers, Dallas

#32275

~~Edd M. Butler, et ux Verma May;~~

City of Pharr TO

Inst. WD
Date 10-10-77
Filed 10-25-77
V. _____ P. _____

LOT	BLK.	Acres	Subdivision or Town
147	-	9.56	KP

Being all of the 9.56 ac. of said lot;
\$10 Cash; Enc. 0.14 ac. des in 839/503 DR; Subj to
E/W Dist. #2 and Easement as per map; and all visible easement;

34138

902

CORRECTION WARRANTY DEED

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT the CITY OF PHARR, Hidalgo County, Texas, for and in consideration of the sum of \$10.00 (Ten Dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto HIDALGO COUNTY, TEXAS, its successors and assigns, the following described property:

A tract of land containing 2.98 acres out of the East 10.0 Acres of Lot 147, Kelly-Pharr Subdivision, City of Pharr, Hidalgo County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of the tract herein described, said point being North a distance of 465.0 feet and West a distance of 130.0 feet from the Southeast corner of Lot 147; THENCE parallel to the South line of Lot 147, East a distance of 200.0 feet; THENCE parallel to the East line of Lot 147, South a distance of 650.0 feet to the point of beginning, said tract containing 2.98 acres, more or less.

This Correction Deed is executed in order to correct the Warranty Deed dated August 7, 1979, executed by the City of Pharr and recorded in Volume 1638, Pages 969-971, Deed Records of Hidalgo County, Texas, wherein it was incorrectly stated that the conveyance was "for the term of one (1) year and so long thereafter as said property is devoted to the operation of a health clinic thereon". Said clause was not intended to be included either in the granting clause or the habendum clause.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereon in anywise belonging unto the said Hidalgo County, its successors or assigns, and do hereby bind the City of Pharr, its successors or assigns in Warranty and Forever Defend, all and singular the said premises unto the said Hidalgo County, its successors or assigns forever.

FILED OCT 26 1979

30130

900
AJ

CORRECTION WARRANTY DEED

STATE OF TEXAS :
 :
COUNTY OF HIDALGO : KNOW ALL MEN BY THESE PRESENTS:

THAT the CITY OF PHARR, Hidalgo County, Texas, for and in consideration of the sum of \$10.00 (Ten Dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto HIDALGO COUNTY, TEXAS, its successors and assigns, the following described property:

A tract of land containing 2.98 acres out of the East 10.0 Acres of Lot 147, Kelly-Pharr Subdivision, City of Pharr, Hidalgo County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of the tract herein described, said point being North a distance of 465.0 feet and West a distance of 130.0 feet from the Southeast corner of Lot 147; THENCE, parallel to the South line of Lot 147, East a distance of 200.0 feet; THENCE parallel to the East line of Lot 147, South a distance of 650.0 feet to the point of beginning, said tract containing 2.98 acres, more or less.

This Correction Deed is executed in order to correct the Warranty Deed dated August 7, 1979, executed by the City of Pharr and recorded in Volume 1638, Pages 969-971, Deed Records of Hidalgo, County, Texas, wherein it was incorrectly stated that the conveyance was "for the term of one (1) year and so long thereafter as said property is devoted to the operation of a health clinic thereon". Said clause was not intended to be included either in the granting clause or the habendum clause.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereon in anywise belonging unto the said Hidalgo County, its successors or assigns, and do hereby bind the City of Pharr, its successors or assigns to Warrant and Forever Defend, all and singular the said premises unto the said Hidalgo County, its successors or assigns forever.

WITNESS my hand this the 23rd day of October, 1979.

CITY OF PHARR

BY: Quentin Newcombe Jr.
Quentin Newcombe Jr., Mayor

ATTEST:

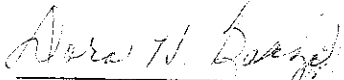
Dora H. Garza
Dora H. Garza, City Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority on this day personally appeared QUENTIN NEWCOMBE, JR., Mayor of the City of Pharr, a municipal corporation, 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 purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd of October, 1979.



Notary Public in and for Hidalgo
County, Texas

74138

FILED FOR RECORD THIS DATE
At 5:10 O'clock P.M.

OCT 26 1979

SANTOS SALDANA
County Clerk, San Diego County, Texas
By [Signature] Deputy

Change Row 8/7
Return to Row

From: [Martha Salazar](mailto:Martha.Salazar@co.hidalgo.tx.us)
To: "Valde Guerra"
Cc: nielda.cavazos@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us
Subject: FW:
Date: Tuesday, June 07, 2011 5:07:04 PM
Attachments: [CITY OF PHARR.pdf](#)
[TX HID 1979 0000034138 \(2\).pdf](#)
Importance: High

Mr. Guerra:

- 1-Approx. two weeks ago, the City of Pharr's Director of Public Works, Roy Garcia, entered the WIC Clinic located at 1903 N. Knights St, fka, Fir St. and informed occupants that they needed vacate premises inasmuch as City of Pharr owned the property;
- 2-WIC asks for our assistance in confirming ownership of property and structures since building has a dedication plaque naming Commissioner Court members circa 1980;
- 3-Hidalgo County has property and building booked as county-owned;
- 4-Hidalgo County Appraisal District has property and improvements with owner at City of Pharr;

At this point I contacted the Hon. Jerry Canales (Valley Land Title) and gave him the facts. He agreed (at no charge to Hidalgo County) to look into the title issue and report back. Here is a summary of his report:

- 1-In 1977, Edd and Verna Mae Boler conveyed a 10 acre tract of land to the City of Pharr;
- 2-In 1979, City of Pharr conveyed a 2.56 acre portion of that 10 acres tract to the County of Hidalgo;
- 3-It appears the conveyance was never recorded and thus the Appraisal District still has the City of Pharr as the owner of the entire 10 acre tract;
- 4-Hon. Jerry Canales (Valley Land & Title) asked that we confirm and verify that the WIC Clinic was indeed constructed on the 2.56 acres;
- 5-Sent all the information to Hidalgo County Appraisal District for verification;
- 6-Appraisal District reports that metes and bounds do not make sense and thus cannot confirm WIC building footprint and therefore recommend a survey to correct deed, if necessary ;

Therefore, I am placing an item on CC agenda of 6-14-11 for the nomination of surveyors to conduct the services required to confirm all the elements mentioned.

Yours truly,
Marty Salazar

PS Ms. Nielda, please print the attachments as well as this e-mail and add as supporting documentation to the agenda item.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 4:41 PM
To: 'Agueda'; 'Juan'
Cc: 'norma.longoria@wic.co.hidalgo.tx.us'; 'Darlene Betancourt'; 'raul.silguero@co.hidalgo.tx.us'
Subject: FW:
Importance: High

Ms. Aggie & Mr. Juan:

Attached for your review and research is information related to the WIC building located on N. Fir in Pharr. Note: Gabriel's pictures appear to have another name of the street Knights and not Fir. Let confirm and verify official street name. Please report on ownership issue asap.

Thanks,
Marty

From: Jerry Canales [mailto:canalesj@valleylandtitleco.com]
Sent: Thursday, June 02, 2011 4:00 PM
To: MARTHA.SALAZAR@CO.HIDALGO.TX.US

Subject:

Prima,

Attached are the deeds we discussed. Please let me know if you need anything further. Thanks!

Jerry Canales
General Counsel
Valley Land Title Co.
217 W. Cano
Edinburg, Texas 78539
Office - 956-383-2708
Fax – 956-383-8632

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IRS Circular 230 Required Notice - - IRS regulators require that we inform you as follows: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

From: [Martha Salazar](mailto:Martha.Salazar@co.hidalgo.tx.us)
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW:
Date: Tuesday, June 07, 2011 4:42:46 PM

Attach to AI#26987 plus Surveyor's Pool-CC 6-14-11

From: Agueda [mailto:agueda.garcia@co.hidalgo.tx.us]
Sent: Tuesday, June 07, 2011 3:52 PM
To: 'Martha Salazar'; 'Raul Silguero'; 'Norma Longoria'
Cc: 'Juan'; 'Gabriel Navarro'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: RE:

Ms. Marty

I spoke to Ms. Janie Alanis, Records Department at the Hidalgo County Appraisal District, and she informed me that the corrected deed delivered to her yesterday afternoon had problems with the metes & bounds. She took the documents to the Mapping Department and they were unable to draw the lines based on the metes and bounds on the document.

Her recommendation is that the County hire a surveyor and get the correct metes and bounds and then to re-correct the corrected deed. Once the aforementioned is complete the new corrected deed should be taken to the Hidalgo County Appraisal District to reflect the information on their records.

*Agueda (Aggie) Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg Texas 78539
(956)318-2626 ext 4873
agueda.garcia@co.hidalgo.tx.us*

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, June 06, 2011 12:30 PM
To: 'Raul Silguero'; 'Norma Longoria'
Cc: 'Agueda'; 'Juan'; 'Gabriel Navarro'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: RE:
Importance: High

Just an FYI, Raul:

We are in possession of the conveyance of the property to the County by the City of Pharr. We are going to verify that we did indeed construct the WIC facility on the 2.9 acres conveyed (which I'm almost sure we did). In addition, we are going to inform the Appraisal District of the conveyance as it appears a note was made by hand on the deed but never done. That is why the appraisal district shows the all the 10 acres as belonging to the City of Pharr. I will confirm all of this as soon as completed.

Yours truly,
Marty

From: Raul Silguero [mailto:raul.silguero@co.hidalgo.tx.us]
Sent: Monday, June 06, 2011 9:48 AM
To: 'Martha Salazar'; 'Norma Longoria'
Cc: 'Agueda'; 'Juan'; 'Gabriel Navarro'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: RE:

Marty:

The Commissioner met with the City Manager, Fred Sandoval, on other issues but we raised the issue of the WIV Building on Fir or Knight, he indicated they had some documents that confirms it belongs to County and he was going to send them to us. We will forward to you when we get them. They still want the property, but that is another issue.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 8:29 AM
To: 'Norma Longoria'
Cc: 'Agueda'; 'Juan'; 'Gabriel Navarro'; 'Darlene Betancourt'; 'Oscar Garza'; 'Raul Silguero'
Subject: RE:
Importance: High

Thanks, Ms. Norma. We're working on clarifying the situation. Based on the information I just received, we'll clear this up soon.

Marty
PS Have a Great Day!

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 5:47 PM
To: Martha Salazar
Subject: Re:

Hi Marty,

The City of Pharr just changed the street name from Fir to Knights. This happened about 3 weeks ago. Thanks

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

(956) 380-4056 Fax

-----Original Message-----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent 6/2/2011 4:41:08 PM

To: "Agueda" <agueda.garcia@co.hidalgo.tx.us>, "Juan" <Juan.alvarado@co.hidalgo.tx.us>

Cc: norma.longoria@wic.co.hidalgo.tx.us, "Darlene Betancourt"

<darlene.betancourt@co.hidalgo.tx.us>, raul.silguero@co.hidlogo.tx.us

Subject: FW:

Ms. Aggie & Mr. Juan:

Attached for your review and research is information related to the WIC building located on N. Fir in Pharr. Note: Gabriel's pictures appear to have another name of the street Knights and not Fir. Let confirm and verify official street name. Please report on ownership issue asap.

Thanks,

Marty

From: Jerry Canales [mailto:canalesj@valleylandtitleco.com]

Sent: Thursday, June 02, 2011 4:00 PM

To: MARTHA.SALAZAR@CO.HIDALGO.TX.US

Subject:

Prima,

Attached are the deeds we discussed. Please let me know if you need anything further. Thanks!

Jerry Canales

General Counsel

Valley Land Title Co.

217 W. Cano

Edinburg, Texas 78539

Office - 956-383-2708

Fax – 956-383-8632

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**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID ACCEPTANCE SHEET**

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 05, 2011

RFB ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFB: "REAL ESTATE SURVEYORS POOL-HIDALGO COUNTY"

RFB NO: 2011-003A-01-05-SMA

	NAME OF COMPANY	CD Included	ACKNOWLEDGMENT OF RECEIPT
1	DOS LAND SURVEYING	yes	√
2	HINOJOSA ENGINEERING INC.	yes	√
3	CVQ LAND SURVEYOR	yes	√
4	SALINAS ENGINEERING	yes	√
5	RIO DELTA SURVEYING	yes	√
6	HALFF	yes	√
7	DANNENBAUM ENGINEERING	yes	√
8	R. GUTIERREZ ENGINEERING	yes	√
9	R.E. GARCIA & ASSOCIATES	NO	√
10	SAMES ENGINEERING & SURVEYING	yes	√
11	J.E. SAENZ & ASSOCIATES INC.	yes	√
12	GUZMAN & MUNOZ	yes	√
13	MELDEN & HUNT INC.	yes	√
14	TEDSI INF.	yes	√
15	QUINTANILLA, HEADLY & ASSOCIATES	yes	√

AI-27007

24.B.1.

Relocate Portable Building to 11 Mile North & 1 1/2 Mile West from So. FM 1015 Pct #1

CC REGULAR

Date: 06/14/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 1

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$7,265.16 to "Relocate Portable Building located on So. FM 1015 to 11 Mile North & 1 1/2 Mile West Pct #1"-Project #2011-130-05-25-OGG.

BACKGROUND

Phase I is to relocate proposed portable building to 11 Mile North and 1 1/2 West Pct. #1 Sunset Hill Park. As per Pct. #1 proposed building will increase sanitation facilities for staff located in the aforementioned location.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-121-001-0-346

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds for proposed project are in the amount of \$20,100.00 as provided by Pct. #1 as of 6-8-11.

Attachments

Link: [proposal](#)

Link: [11-130](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/08/2011 02:54 PM	APRV
2	Budget & Management	Erika Zamora	06/08/2011 03:12 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/10/2011 02:29 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 03:18 PM	APRV
5	Auditor's Office	Arcilia Duran	06/10/2011 02:02 PM	NEW

Form Started By: Oscar Garza
Started On: 06/08/2011 11:53 AM

Final Approval Date: 06/10/2011

HUNT + ASSOCIATES INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566

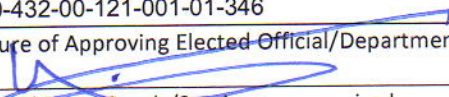
RECEIVED
MAY 31 2011
By *C. Allen*

JOC PROPOSAL
#2011-130-05-25-066
NIORLGO COUNTY FACILITIES MANAGEMENT
RELOCATION + REPAIRS TO PORTABLE
BUILDING LOCATED ON SO. FM 1015



Hidalgo County Purchasing Department Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us (**Requests will be processed on a first come, first basis**)

Request Date: 05/31/2011	
Department: Pct. # 1	
Name of Approving Elected Official/Department Head/Supervisor: Joel Quintanilla	
Point of Contact: Noe Montez	Contact Phone Number: 968-8733 X 1007 Contact Fax Number: 969-1417 Fax
Contact E-Mail noe.montez@co.hidalgo.tx.us	
Budget Account Number: 1-1100-432-00-121-001-01-346	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: ASAP	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. Moving of portable building from 510 North FM 1015 Progreso, Tx. to Sunset Park Mile 11 N. & Mile 1 1/2 West Mercedes, Tx.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

JOC TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT
"RELOCATION & REPAIRS TO PORTABLE BUILDING LOCATED ON SO FM 1015 NEXT TO WIC CLINIC"
LOCATED AT SO. FM 1015
PROGRESO, TX.
PROJECT #2011-130-05-25-OGG

	Job Order Contractor	e-mail	Total Proposal
1	Herrera & Hunt	KeithF54@aol.com	Late.
2	CAS COMPANIES	rmoses@caslp.com	\$8,672.25
3	ALPHA BUILDING CORP	ggrajales@alphabuilding.com	\$7,265.16

SIGN - IN LOG
 "Relocation & Repairs of Portable Building located So. FM 1015 next to WIC Clinic in Progreso Tx."

PROJECT NO: #2011-130-05-25-OGG
 Friday May 31, 2011 @ 10:00 AM
 PROPOSAL OPENING

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
OSCAR GARZA	PURCHASING DEPT.	318-2626	oscar.garza@co.hidalgo.tx.us
Gus Grajales	Alpha	956-202-9079	ggrajales@alphabuilders.com
Ferd Lopez	AKS	956-538-6168	Floresano@akscp.com
Sergio Saldivan	Hunt Ass.	207.1057	ssaldivan@khan.com
Moises Salazar	M.H.C.P.D.	318-2626	moises.salazar@co.hidalgo.tx.us

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374
Scope of Work Proposal

Delivery Order Work Proposal

For

**Hidalgo County
Edinburg, TX 78539**

Date: 5-27-11

**Title: Hidalgo County Project #2011-130-05-25-OGG
Portable Building
Transport for Relocation and Repair**

Location: Progresso, TX

We are pleased to provide you with our proposal for the Hidalgo County Project #2011-130-05-25-OGG Portable Building Transport for Relocation and Repair. Please see accompanying scope of work for pertinent associated references such as RFP, addendums, instructions etc.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me

Warmest Regards,


Gus Grajales
956-202-9079

RSMears JOCWorks

Preliminary Estimate, by estimates
Gus Grajales

Hidalgo County Progresso Wic Relocation - 01110516

Estimator: Gus Grajales

Hidalgo County Progresso Wic Relocation

Project Scope: Relocate portable building from Progresso TX15 mile to Prct 1 Maint Compound included utility disconnect and reconnect hvac disconnect and transport set p piers and level
Division Summary (MF04)

01 - General Requirements			
02 - Existing Conditions			\$10,080.00
03 - Concrete			
04 - Masonry			
05 - Metals			
06 - Wood, Plastics, and Composites			
07 - Thermal and Moisture Protection			
08 - Openings			
09 - Finishes			
10 - Specialties			
11 - Equipment			
12 - Furnishings			
13 - Special Construction			
14 - Conveying Equipment			
21 - Fire Suppression			
22 - Plumbing			
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			
Totalling Components			
RSMears Subtotal			\$10,080.00
RSMears MCALLEN, TX CCI 2011Q2, 77.50%			\$(2,268.00)
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:		\$0.00	
Labor:		\$0.00	
Equipment:		\$0.00	
Other:		\$10,080.00	
Laborhours:		0.00	
Green Line Items:		\$0.00	
26 - Electrical			
27 - Communications			
28 - Electronic Safety and Security			
31 - Earthwork			
32 - Exterior Improvements			
33 - Utilities			
34 - Transportation			
35 - Waterway and Marine Transportation			
41 - Material Processing and Handling Equipment			
44 - Pollution Control Equipment			
46 - Water and Wastewater Equipment			
48 - Electric Power Generation Alternates			
Trades			
Assemblies			
MF04 Bare Total (Without totalling components)			\$10,080.00
CCI Installation Adjustment (McAllen) (6.0000%)			
JOC Coefficient Standard (-7.0000%)			\$(546.84)
Priced/Non-Priced			
Total Priced Items:	1	\$10,080.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	1	\$10,080.00	
Grand Total			\$7,265.16

REVIEWED

By Oscar Garza at 11:39 am, May 31, 2011

Preliminary Estimate, by estimates

Estimator: Gus Grajales

Hidalgo County Progresso Wic Relocation

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions						
1	02-43-13-13-0020 Building relocation, one day move, up to 24' wide, reset on new foundation, patch Total and hook-up, average move		0.9000	\$11,200.00	\$10,080.00	RSM11FAC O&P P
02 - Existing Conditions Total					\$10,080.00	
Estimate Grand Total					7,265.16	

Price verification on Pg. 54 of 2011 RS Means Cost Book

Total price applying the Coefiencies

REVIEWED
By Oscar Garza at 11:39 am, May 31, 2011

Description of Work

Project Cost: \$7,265.16

Scope of Work:

Provide all labor, equipment and material necessary to transport and relocate portable building located on South FM 1015 next to WIC Clinic in Progresso Texas requested in JOC RFP Hidalgo County Project #2011-130-05-25-OGG Portable Building Transport for Relocation and Repair as delivered via email 5-12-11. Work to be done in accordance to scope of work as directed in Addendum #1 and 2. (See accompanying copies). Addendums #1 and 2 acknowledged here with as well as by email reply.

Building Relocation and Transport

1. Disconnect Electrical, plumbing & HVAC (AC Unit to be placed inside of Portable Bldg. for transport and will not be reconnected until further notice (by others).
2. Transport from South FM 1015 Progresso, TX to 11 Mile Line N & 1 ½ Mile west.
3. Level and set up to same elevation as existing buildings at proposed location as approved by Eduardo Gonzales. (See accompanying diagram)
4. Provide piers new and or reuse existing with termite shields.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Owner to facilitate entry into property at ditches as may be necessary

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Electrical work other than stated above*
- *Plumbing work other than stated above*
- *Mechanical work other than stated above*
- *Interior or exterior painting or any other architectural repairs*
- *Structural frame work.*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. None expected
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: None
- Special training/Orientation Requirements: None
- Work to be performed during non-normal hours: None
- Outage Coordination: Alpha supt. and County designates
- Schedule Issues: None
- Special Issues: None
- Special Security Requirements: Protection of general public
- Significant Milestones: None
- Hazardous Materials: None

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

- | | |
|---|---------------------------------|
| A. Project Manager: <u>Gus Grajales</u> | C. Quality Control Coordinator: |
| B. Superintendent: <u>TBA</u> | D. Subcontractors: |

II. PERMITS: To be provided by General Contractor and Transporter.

A. Demo:

B. Burning:

Welding:

Cutting:

SUBMITTAL REQUIREMENTS: Electrical and Pump

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:


Gustavo Grajales

Approved By:

_____ *Date* _____

RE: PHASE I (Relocation of Portable Building)

Gustavo E. Grajales

Sent: Tuesday, May 31, 2011 12:03 AM**To:** Oscar Garza [oscarg.garza@co.hidalgo.tx.us]

Reverification of receiving addendum #1

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]**Sent:** Monday, May 16, 2011 1:46 PM**To:** 'Keith F Hunt'; Gustavo E. Grajales; 'Raymond Moses'**Cc:** 'Fred Lozano'; 'Richard Sunday'; 'Seferino Garza'**Subject:** PHASE I (Relocation of Portable Building)

Please let this serve as a **FORMAL NOTICE OF ADDENDUM NO.1** as discussed on walk through held on May 13, 2011 at 2:30 PM.

Please refer to Attachment **ADDENDUM NO.1** for PHASE I SOW, as requested by Facilities Mgmt.

Proposals are due **May 25, 2011** by no later than **3:00 PM**.

Please return confirmation & receipt of Addendum No.1 and include copy along with your JOC proposal.

Thank you!

**Oscar Garza, Procurement Specialist**

2802 So Bus. Hwy 281

Postal Mailing Address

2812 So. Bus 281 & Corner of Canton Rd.

Edinburg, TX 78539

Phone: 956-318-2626 Ext. 4857

Fax: 956-292-7612

oscarg.garza@co.hidalgo.tx.us



PURCHASING DEPARTMENT
County Of Hidalgo

MAY 16, 2011

ADDENDUM NO. 1

RE: DEVELOPED FINAL SOW FOR PHASE I

On 5/13/2011 a walk through was conducted for the proposed "Relocation and Repair to Portable Building located on So. FM 1015 next to WIC Clinic in Progreso", also identified as Project #2011-130-05-25-OGG.

PHASE I- FINAL SCOPE OF WORK:

1. Disconnect Electrical & HVAC (AC Unit to be placed inside of Portable Bldg for Transport and will be not be connected until further notice).
2. Transport from South FM 1015, Progreso, TX to 11 Mile Line N & 1 ½ Mile West.
3. Level & Set up to same Elevation as existing buildings at proposed location, perpendicular and adjacent to them with a 5 ft. walkway in between this building and the other two, as well as a 3 ft. clearance from the adjacent telephone pole on the other side with the transformer on it.
4. All piers to be provided by JOC's , to include but not limited to termite shields and any other appurtenances as required for proper set up.

** Designated area to relocate Portable Building is subject to approval from AEP requirements.

Proposal is for transporting, setting up and placing on the premises.

Should there be any deviation of this SOW; we will notify you immediately via Addendum.

FACILITIES MANAGEMENT:

REVIEWED AND APPROVED BY:

RE: PHASE I (Pct #1 Relocation of Portable Bldg) ADDENDUM NO. 2

Gustavo E. Grajales

Sent: Tuesday, May 31, 2011 12:04 AM**To:** Oscar Garza [oscarg.garza@co.hidalgo.tx.us]

Reverification of receiving addendum #2

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]**Sent:** Tuesday, May 24, 2011 11:03 AM**To:** 'Keith F Hunt '; 'Raymond Moses'; 'Fred Lozano'; Gustavo E. Grajales**Cc:** 'Seferino Garza'; eduardo.gonzalez@co.hidalgo.tx.us; pr.davila@co.hidalgo.tx.us; joel.quintanilla@co.hidalgo.tx.us; 'Richard Sunday'; valde.guerra@co.hidalgo.tx.us**Subject:** PHASE I (Pct #1 Relocation of Portable Bldg) ADDENDUM NO. 2

Please let this serve as a **FORMAL NOTICE OF ADDENDUM NO. 2** for proposed Phase I of (Relocation of Portable Bldg).

Addendum No. 2:

Currently we are awaiting a response from Magic Valley allowing us to install proposed building as previously discussed. Magic Valley requires that the building be 15' from the transformer; however Magic Valley is trying to grant us permission to continue with proposed plan, based on the outcome we will advise.

Therefore proposal time has been RESCHEDULED from WEDNESDAY MAY 25, 2011 3:00 PM to **TUESDAY MAY 31, 2011 AT 10:00 AM.**

PLEASE CONFIRM RECEIPT OF RESCHEDULED TIMELINE

Should you have any questions, please let us know.

Thank you!



Oscar Garza, Procurement Specialist

2802 So Bus. Hwy 281

Postal Maining Address

2812 So. Bus 281 & Corner of Canton Rd.

Edinburg, TX 78539

Phone: 956-318-2626 Ext. 4857

Fax: 956-292-7612

oscarg.garza@co.hidalgo.tx.us

PHASE I (Pct #1 Relocation of Portable Bldg) ADDENDUM NO. 2

Oscar Garza [oscarg.garza@co.hidalgo.tx.us]

Sent: Tuesday, May 24, 2011 11:03 AM**To:** Keith F Hunt [KeithF54@aol.com]; Raymond Moses [RMoses@caslp.com]; Fred Lozano [FLozano@caslp.com]; Gustavo E. Grajales**Cc:** Seferino Garza [seferino.garza@co.hidalgo.tx.us]; eduardo.gonzalez@co.hidalgo.tx.us; pr.davila@co.hidalgo.tx.us; joel.quintanilla@co.hidalgo.tx.us; Richard Sunday [richard.sunday@co.hidalgo.tx.us]; valde.guerra@co.hidalgo.tx.us

Please let this serve as a **FORMAL NOTICE OF ADDENDUM NO. 2** for proposed Phase I of (Relocation of Portable Bldg).

Addendum No. 2:

Currently we are awaiting a response from Magic Valley allowing us to install proposed building as previously discussed. Magic Valley requires that the building be 15' from the transformer; however Magic Valley is trying to grant us permission to continue with proposed plan, based on the outcome we will advise.

Therefore proposal time has been **RESCHEDULED** from WEDNESDAY MAY 25, 2011 3:00 PM to **TUESDAY MAY 31, 2011 AT 10:00 AM.**

PLEASE CONFIRM RECEIPT OF RESCHEDULED TIMELINE

Should you have any questions, please let us know.

Thank you!



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

RE: Phase I (Relocation of Portable Bldg)

Gustavo E. Grajales

Sent: Tuesday, May 31, 2011 12:04 AM**To:** Oscar Garza [oscarg.garza@co.hidalgo.tx.us]

Acknowledgement of receiving formal date due notice and site location

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]**Sent:** Friday, May 27, 2011 12:03 PM**To:** 'Keith F Hunt'; Gustavo E. Grajales; 'Raymond Moses'; 'Fred Lozano'**Cc:** 'Richard Sunday'; pr.avila@co.hidalgo.tx.us; joel.quintanilla@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us; 'Seferino Garza'; 'Sergio Cruz'; 'Rey Salazar'**Subject:** FW: Phase I (Relocation of Portable Bldg)

Please let this serve as a **FORMAL NOTICE** that proposals for proposed "Phase I Relocation of Portable Bldg" are **due on May 31, 2011 at 10:00 AM.**

Attached please find the approved recommended site to locate the proposed building. As per attachments Magic Valley did not allow us to place the unit where originally planned. This does not have any impact on the proposal to relocate this unit. (Attached is the physical addresses where the unit will be transported from & to location where it is to be located.

PROPOSALS DUE AS REQUESTED ON ADDENDUM NO.2 ON **MAY 31, 2011 AT 10:00 AM.**

Should you have any questions, please let me know.

Thank You!



Oscar Garza, Procurement Specialist

2802 So Bus. Hwy 281

Postal Maining Address

2812 So. Bus 281 & Corner of Canton Rd.

Edinburg, TX 78539

Phone: 956-318-2626 Ext. 4857

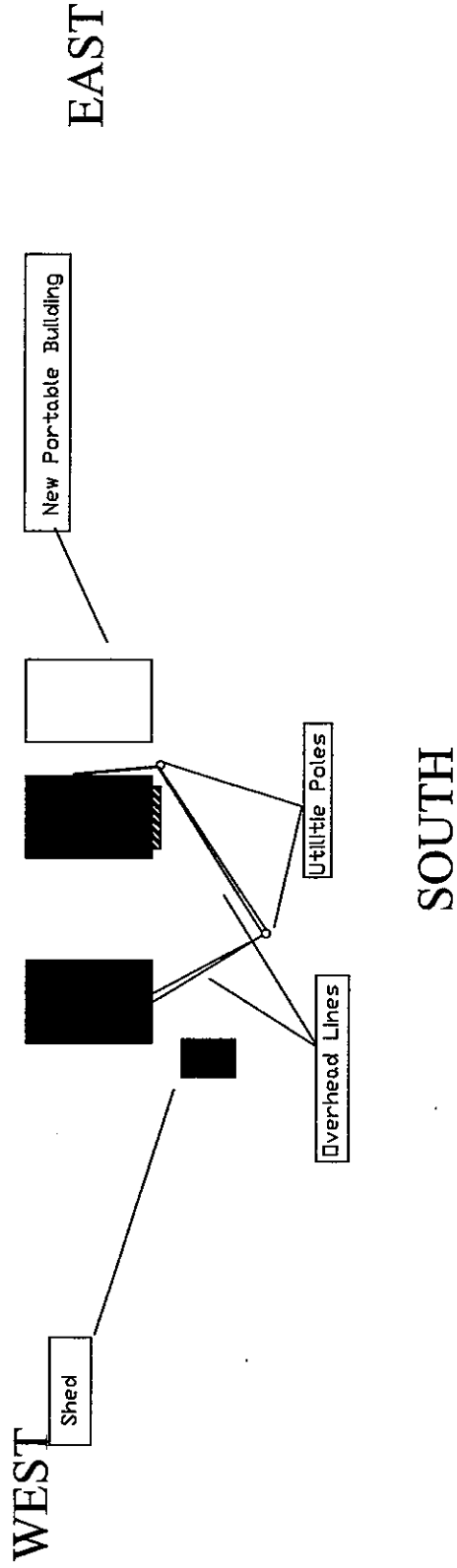
Fax: 956-292-7612

oscarg.garza@co.hidalgo.tx.us

From: Eduardo Gonzalez [mailto:Eduardo.gonzalez@co.hidalgo.tx.us]**Sent:** Friday, May 27, 2011 11:30 AM**To:** 'Oscar Garza'**Subject:** RE: Relocation of Portable Bldg.

NORTH

As approved by
Mr. Eduardo Gonzales,
Administrative Asst. via email
received May 27, 2011 at 11:30 AM



AI-27009

24.C.1.

Requesting the approval of Change Order No. 3 for D. Wilson Construction Co. for the Construction of the New Pct. 2 Adm Office and Other County Office

CC REGULAR

Date: 06/14/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No.3 an increase in the amount of \$7,176.97 with D. Wilson Construction Co. (Contract #C-09-037C-11-17), in connection with the "Construction of the New Precinct #2 Administration Office & Other County Offices", to replace failed pavement section damaged by uncontrolled sprinkler over flow and modifications associated lawn sprinkler lawn irrigation system and replace with caliche and top with crushed granite in the associated areas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Reference PO#636479
See attached Expenditure Summary. Accounts have funding available for PO Increase.

Attachments

Link: [Pct2 Exp Summ](#)
Link: [CHANGE ORDER #3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/08/2011 01:59 PM	APRV
2	Budget & Management	Angela Garcia	06/08/2011 02:41 PM	APRV
3	Roland Garcia	Rolando Garcia	06/10/2011 09:47 AM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 02:14 PM	APRV

Form Started By: Rocio Villarreal

Started On: 06/08/2011 12:20 PM

Final Approval Date: 06/10/2011

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1332 CERT OF OBLIG,SERIES 2002						
1-1332-415-15-122-042-0-720 CO,2002-PCT2-TAX OFFICE-BUILDINGS	147,947.44	.00	.00	.00	147,947.44	.00
1332 CERT OF OBLIG,SERIES 2002	147,947.44	.00	.00	.00	147,947.44	.00
1334 CERT OF OBLIG,SERIES 2004						
1-1334-415-15-122-042-0-720 CO,2004-PCT2-TAX OFFICE-BUILDINGS	20,708.30	6,547.94	14,160.36	14,160.36	.00	100.00
1-1334-415-15-122-042-0-739 CO,2004-PCT2-TAX OFFICE-OTHER STRUCTURES	62,973.94	3,597.77	23,309.64	23,309.64	36,066.53	42.73
1-1334-431-00-122-021-0-719 CO,2004-PCT2-LAND	10,600.00	10,600.00	.00	.00	.00	100.00
1-1334-431-00-122-021-0-720 CO,2004-PCT2-BUILDINGS	291,667.53	1,801.29	13,871.44	13,871.44	275,994.80	5.37
1-1334-431-00-122-021-0-739 CO,2004-PCT2-OTHER STRUCTURES	56,110.50	3,597.74	23,309.67	23,309.67	29,203.09	47.95
1-1334-441-00-122-041-0-720 CO,2004-PCT2-WIC/HHS-BUILDINGS	53,710.62	16,352.71	37,357.91	37,357.91	.00	100.00
1-1334-441-00-122-041-0-739 CO,2004-PCT2-WIC/HHS-OTHER STRUCTURES	47,175.18	3,597.78	23,309.63	23,309.63	20,267.77	57.04
1334 CERT OF OBLIG,SERIES 2004	542,946.07	46,095.23	135,318.65	135,318.65	361,532.19	33.41
1336 CERT OF OBLIG,SERIES 2006						
1-1336-412-00-122-043-0-720 CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	86,414.08	9,958.15	27,826.60	27,826.60	48,629.33	43.73
1-1336-412-00-122-043-0-739 CO,2006-PCT2-JP/CONSTABLES-OTHER STRUCTU	63,071.50	3,597.77	23,309.63	23,309.63	36,164.10	42.66
1336 CERT OF OBLIG,SERIES 2006	149,485.58	13,555.92	51,136.23	51,136.23	84,793.43	43.28
1342 CERT OF OBLIG,SERIES 2010A&B						
1-1342-431-00-122-021-0-720 CO2010A&B-PCT2-BUILDINGS	1,244.22	.00	.00	.00	1,244.22	.00
1342 CERT OF OBLIG,SERIES 2010A&B	1,244.22	.00	.00	.00	1,244.22	.00
1 YEAR 1	841,623.31	59,651.15	186,454.88	186,454.88	595,517.28	29.24

AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> New Administration Offices for Hidalgo County Pct 2 and Other County Offices Pharr, Texas	CHANGE ORDER NUMBER: 003 (Revised) DATE: 06/07/2011	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> D. Wilson Construction Company P.O. Box 3455, McAllen, Tx 78502	ARCHITECT'S PROJECT NUMBER: 08-1016A-E CONTRACT DATE: 11/3/09 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Provide all labor, equipment and materials for the following work: Replace failed pavement section damaged by uncontrolled sprinkler over flow. Modify associated lawn sprinkler lawn irrigation system and replace with caliche and top with crushed granite in the associated areas..... \$7,176.97

Attachments:

Change Request #31 (Revised) from D. Wilson Construction Company
 Proposal from Riverside Construction, Ltd.
 Proposal from Southern Landscapes dated 4/29/2011
 8½" x 11" drawing redlined by R. Gutierrez Eng.

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	104,553.72
The Contract Sum prior to this Change Order was	\$	5,179,553.72
The Contract Sum will be increased by this Change Order in the amount of	\$	7,176.97
The new Contract Sum including this Change Order will be	\$	5,186,730.69

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is Saturday, January 30, 2011. Thirty Days from the date the Change Order is signed by the Owner shall be allowed for the completion of the work in this change order.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Reynaldo Vargas, Architect, Inc. dba V-A Architecture ARCHITECT <i>(Firm name)</i> 2029 Industrial Drive, McAllen, Texas 78504 ADDRESS BY <i>(Signature)</i> Reynaldo Vargas, A.I.A. <i>(Typed name)</i> 6-10-11 DATE	D. Wilson Construction Company CONTRACTOR <i>(Firm name)</i> P.O. Box 3455, McAllen, Tx 78502 ADDRESS BY <i>(Signature)</i> TIMOTHY J. MICKUNAS <i>(Typed name)</i> 06/09/11 DATE	Hidalgo County OWNER <i>(Firm name)</i> 100 E. Cano, Edinburg, Texas 78539 ADDRESS BY <i>(Signature)</i> <i>(Typed name)</i> DATE
---	---	---

D. Wilson Construction Company

P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Change Request

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 31 2nd Rev.
Date: 6/9/11
Job: 10-420 Hidalgo Co. Pct.2 Admin. Office
Phone:

Description: Damaged Pavement Repair

We are pleased to offer the following specifications and pricing to make the following changes:

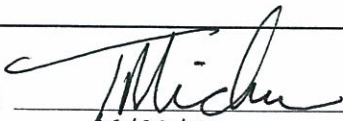
Replace failed pavement section damaged by uncontrolled sprinkler over flow. Modify the associated lawn irrigation system and replace with caliche and top with crushed granite in the associated areas.

-	
Remove damaged pavement section and replace with 6" of concrete paving-----	\$4,915.97
Landscaping - replace lawn with caliche and granite-----	925.00
Supervision-----	400.00
Contractors Fee-----	936.00
Total for Change as Outlined-----	\$7,176.97

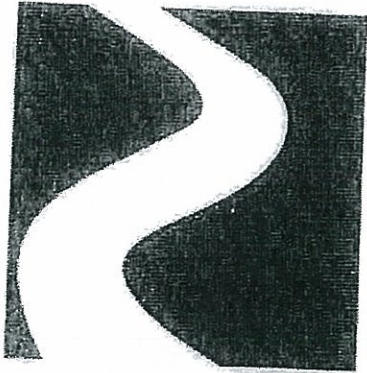
The total amount to provide this work is \$7,176.97

If you have any questions, please contact me at 956-686-9573.

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: 
Date: 06/09/11

Cc:



RIVERSIDE
CONSTRUCTION, LTD.

137 E. Pecan Blvd.
McAllen, TX 78501
(956) 994-8872 Fax (956) 631-4823
marissa@stoneoakdevelopment.com

May 9, 2011

D. Wilson Construction
Attn: Ruben
1209 E. Pecan
McAllen, TX 78201

PROPOSAL: REPAIRS TO EXISTING ASPHALT PAVING

Description	Qty	Unit	Cost	Total
Remove Existing Damaged Asphalt & Replace w/ 6" Concrete Paving	936	SF	\$ 5.25	\$ 4,915.97
<u>Total Amount for Proposal:</u>				<u>\$ 4,915.97</u>

Revised quantity



821 E. Beech Avenue
McAllen, TX 78501

Ph: (956) 618-1899
Fx: (956) 618-0850

PROPOSAL AND CONTRACT FOR WORK

DATE 4/29/2011 ESTIMATE NO. 5904 I

We are pleased to present the following for
your consideration.

Prepared By: Juan

PROPOSAL FOR: D. Wilson Construction Company PO Box 3455 McAllen, TX 78502-3455

PROJECT: At: Precinct #2 Pharr, TX

QTY	DESCRIPTION	TOTAL
	Services to remove existing soil (8") on 2 islands on north west buildings. Will add caliche and granite in its place.	
	Materials	400.00
	Labor	480.00
	Equipment	45.00
	Sales Tax	0.00
Irrigation in Texas is regulated by the TCEQ PO Box 13087 Austin, TX 78711-3087		TOTAL \$925.00

This proposal may be withdrawn by us if not accepted in 30 days

Method of payment is to be 50% payable upon acceptance of contract and balance is due upon completion of job and/or receipt of invoice. Payment to be made within 20 days of invoice. Warranty is void if not paid in full within 20 days of final invoice

Accepted By _____

Date: _____

S-40 II

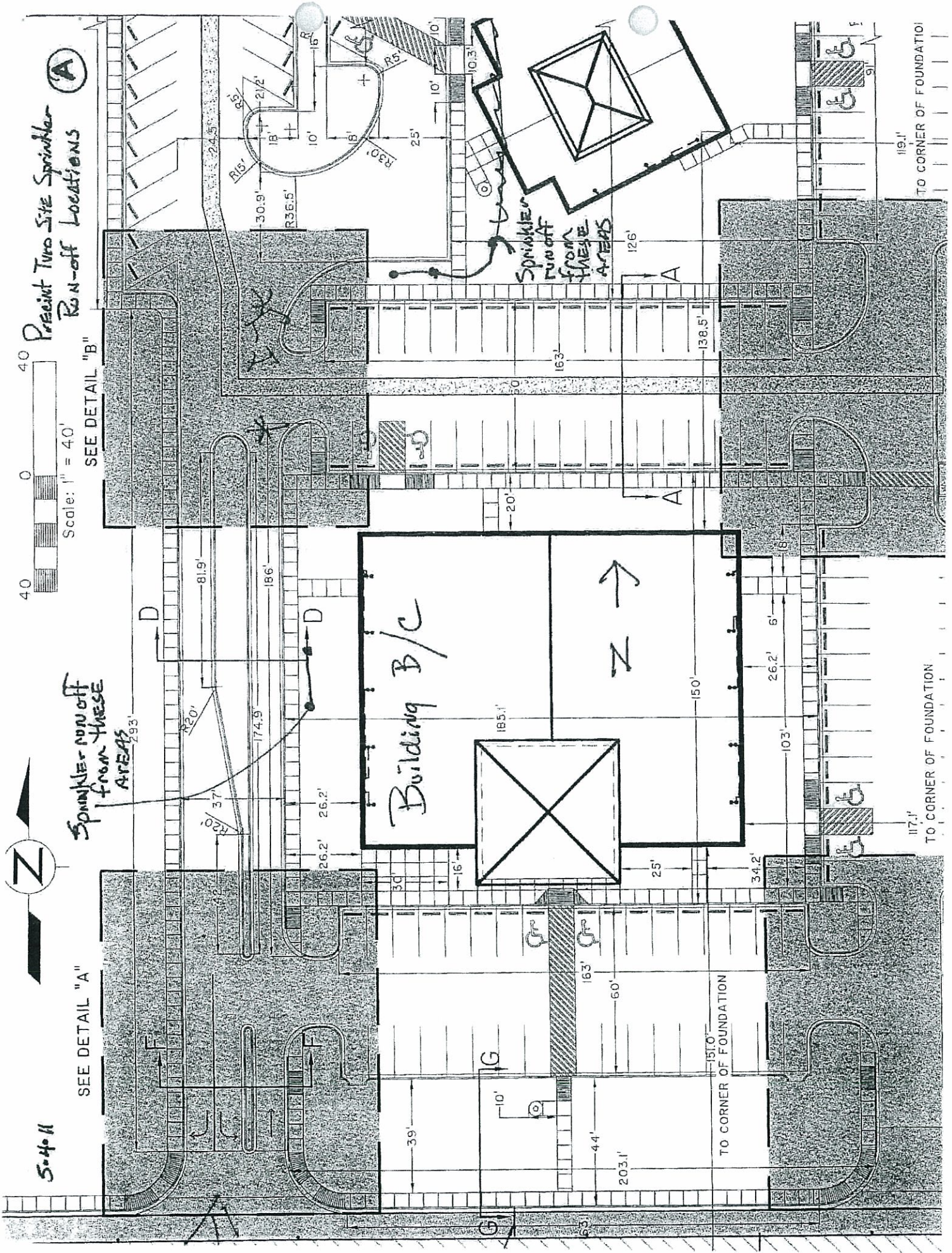
SEE DETAIL "A"

SPRINKLER RUN OFF FROM THESE AREAS



SEE DETAIL "B"

Present Two Site Sprinkler Run-off Locations (A)



Building B/C

N →

TO CORNER OF FOUNDATION

117.1' TO CORNER OF FOUNDATION

119.1' TO CORNER OF FOUNDATION

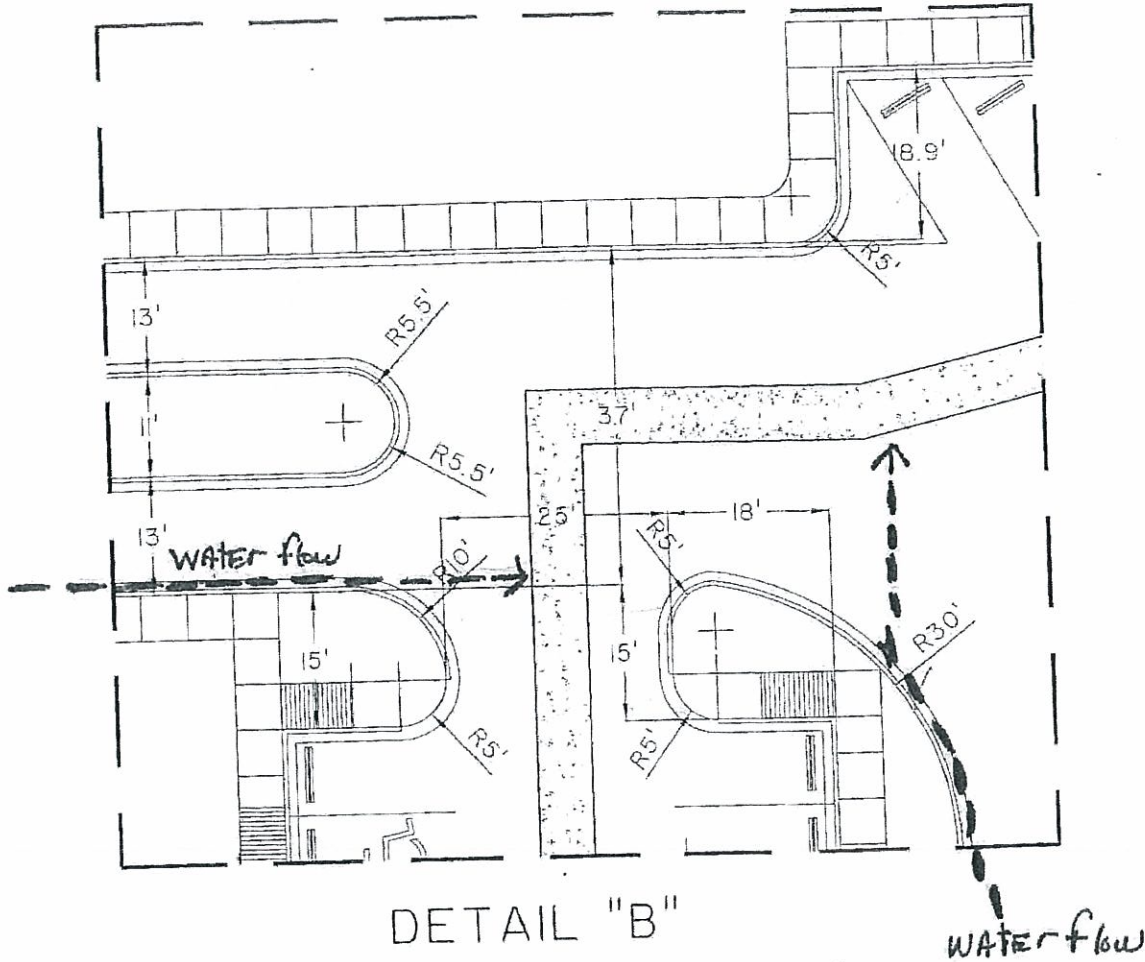
Sprinkler Run off from these Areas

Handwritten scribble

(B)

Precinct Two Existing Sprinkler Run off - Flow - Conditions

3.4.11



DETAIL "B"

Professional Engineers & Land Sur
 R. Gutierrez
 Engineering
 Corporation
 100 E. PARK AVENUE • PHARR, TEXAS
 (TEL) 361-792-857 • (FAX) 361-792-25
 FIRM No. 456



10-7-09

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65548 DATE: 10/07/2008 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

PRECINCT No.2 OFFICE
 COMPLEX SUBDIVISION
 DIMENSION DETAIL
 SECTION "A" - "B"

CITY OF PHARR

SCALE/D	DATE	REVISION	DATE	BY
DATE: OCTOBER 2009				
FILE No.:				
SURVEY BY:				
DRAWN BY: JMJ				
PREPARED BY: R.G.				
CHECKED BY: R.G.				

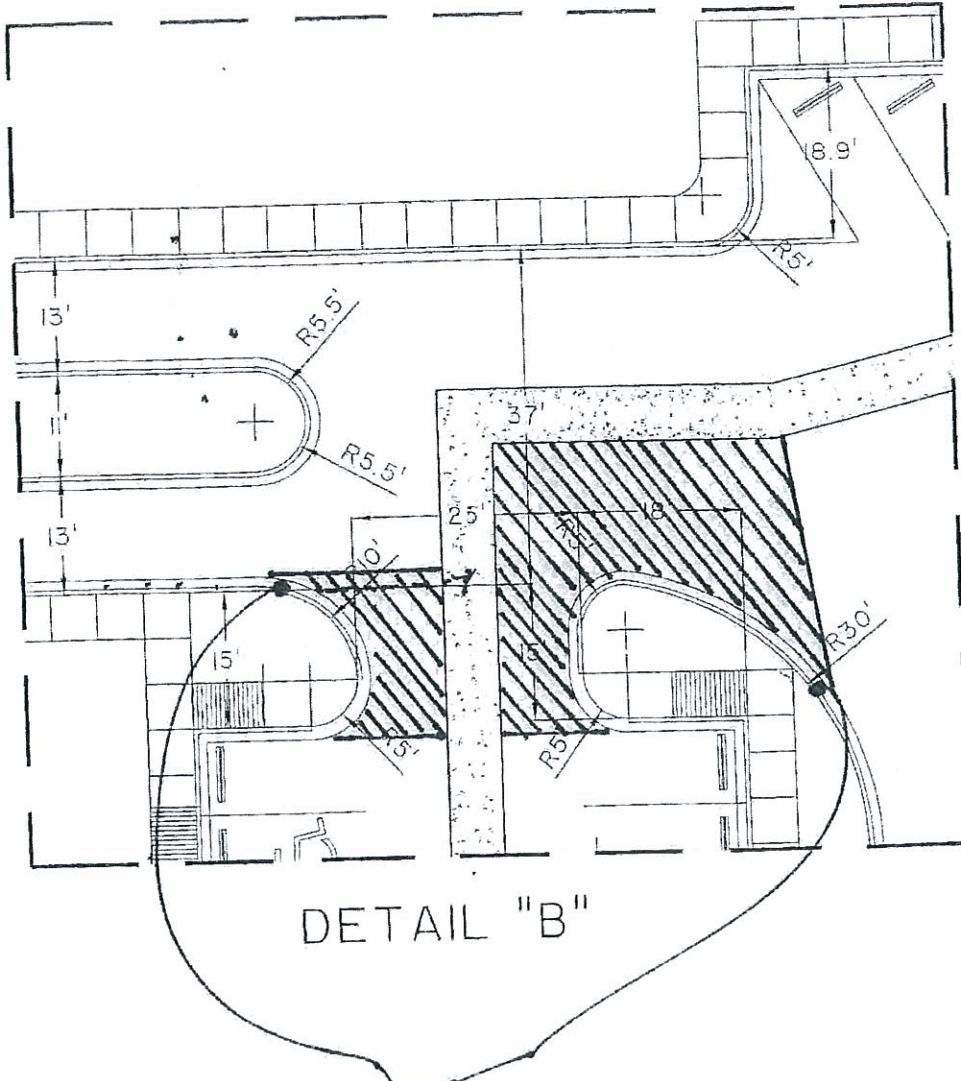
NOTE: DIMENSIONS TO BACK OF CURB

SHEET C-7
 OF C-47

(C)

Precinct Two Pavement Damage Area Propose to be Replaced

5.4.11

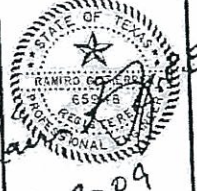


DETAIL "B"

Propose To:
 Remove section of curb & gutter
 Repour with invert to direct
 water off of pavement

NOTE: DIMENSIONS
 TO BACK OF CURB

R. Gutierrez
 Professional Engineers & Land Sur-
 veyors
 Engineering
 Corporation
 130 E PARK AVENUE • PHAIR, TEXAS
 (TEL) 556.782.2537 • (FAX) 556.782.25
 FIRM No. 486



10-7-09

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948 DATED 10/07/2009 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

PRECINCT No.2 OFFICE
 COMPLEX SUBDIVISION
 DIMENSION DETAIL
 SECTION "A" - "B"

CITY OF PHAIR

SCALE/20	DATE	BY
OCTOBER 2009		
FIR. No.:		
SURVEY BY:		
DRAWN BY: JMJ		
PREPARED BY: R.G.		
CHECKED BY: R.G.		

SHEET C-7
 OF C-47

AI-26974

24.D.1.

**Requesting the approval to execute agreement with Javier Hinojosa Engineering for General Engineering Services for Pct 3 Projects
CC REGULAR**

Date: 06/14/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Approval of a professional engineering services contract/agreement for the provision of general engineering services for, "Road & Bridge Projects, Drainage Improvements Projects and All Other Projects for Precinct No. 3," with Javier Hinojosa Engineering as authorized & approved for negotiations by CC on 05/23/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 6/8/11 are \$55,744.41.

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/07/2011 02:46 PM	APRV
2	Budget & Management	Erika Zamora	06/07/2011 03:25 PM	APRV
3	Perla Lopez	Perla Lopez	06/08/2011 10:58 AM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Rocio Villarreal

Started On: 06/07/2011 10:01 AM

Final Approval Date: 06/10/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-166-06-14

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Javier Hinojosa Engineering. Professional Engineers of **McAllen, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to “**Road & Bridge Projects, Drainage Improvements Projects and All Other Projects for Precinct No. 3,**” hereinafter referred to as the “**Project**”.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on June 14, 2012 (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be

completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to

completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 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. 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 judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall

constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT “E”- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT “B”**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work**

Authorization. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this

will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof,

the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall

preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. 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 State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the

responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement 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 entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an

economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively “**Indemnitors**”) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials, employees and agents (collectively “**Indemnitees**”) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting 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: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2011.

ENGINEER:
Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, P.E. President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: June 14, 2011

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
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)



PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

Re: **HIDALGO COUNTY**

Request For Qualifications - **“Professional Engineering Services-Hidalgo County”** (including all funding sources, programs, and entities)
RFQ NO: 2011-001-01-05-YSI

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/ysi

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

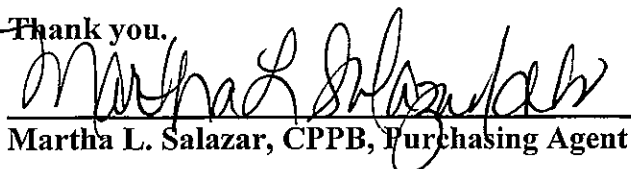
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Professional Engineering Services"
RFQ NO: 2011-001-01-05-YSI

1. Request For Qualifications Letter, consisting of 1 page.
2. Check List, consisting of 1 page.
3. Request for Qualifications, Legal Notice, consisting of 8 pages.
4. Exhibit A, Requirements, consisting of 9 pages.
5. Exhibit B, Evaluation Criteria, consisting of 3 pages.
6. Exhibit C, Insurance Requirements, consisting of 4 pages.
7. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
8. Exhibit E, Proposer's Affidavit, consisting of 1 page.
9. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
10. IRS W-9 Form, consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
12. Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.
13. Professional Services Procurement Form, Attachment B, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

12-13-10

Date

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY

(Including all Funding Sources, Programs and Entities)

JANUARY 05, 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

LEGAL NOTICE

RFQ NO: 2011-001-01-05-YSI

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: 2011-001-01-05-YSI-"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 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 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: 2011-001-01-05-YSI—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 yvette.islas@co.hidalgo.tx.us BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 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 Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>January 05, 2010</u>
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. Clossner, 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: 2011-001-01-05-YSI

JANUARY 05, 2011

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’**

2011-001-01-05-YSI

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 ending on February 08, 2012. 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 05, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-001-01-05-YSI

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, 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. **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 ending on February 08, 2012, 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:

- X Roadway, Bridge and General Design and Construction
- X Federal, State and County-funded construction projects
- X Solid Waste related projects
- X Geotechnical Engineering Projects
- X Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

- A.**
- X Route and Design Studies
- X Social, Economic, Environmental Studies and Public Involvement
- X Right of Way Maps and Data
- X Utility Adjustments
- X Surveying
- X Pre-Design

B.

- X Roadway Design
- X Drainage Design
- X Solid Waste
- X Signing, Markings and Signalization
- X Traffic Control Plans
- X Bridge Design
- X Plans and Specifications
- X Bid Preparation

C.

- X Building Design
- X Plans, Drawings and Specifications
- X Bid Package Preparation

D.

- X Construction Contract Management
- X Conduct Construction Materials Engineering and Testing Services
- X Design for New Construction
- X Design for Alterations/Renovations
- X Needs Assessment
- X ADA Compliance
- X Code Analysis
- X Cost Estimating

E.

- X Soil/Rock and Foundation Studies
- X Excavations and Trenches
- X Dams and Cut or Filled Slopes

- X Pavements
- X Water and Waste Retention/Disposal
- X 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 Engineering 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 Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 05, 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

2011-001-01-05-YSI

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2011-001-01-05-YSI**

RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____	20	_____
2. Experience of Project Team Comments/Rationale For Points: _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____	10	_____
Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY AGG	\$
						\$
C	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> 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
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- " will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- " will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- " have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT 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 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):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> 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)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate Certification No.(s): _____	or are Certificate(s) attached?:	<input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> 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: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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 DEPARTMENT
ATTACHMENT "A"**

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

*Must be accompanied by a power of attorney.

ATTACHMENT B
PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:			
Principals of Firm and Titles:			
Firm's Registration No.:			
Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering
Local References (Rio Grande Valley) List Four (4) Only:			
Reference #1:			
Reference #2:			
Reference #3:			
Reference #4:			
Recent Projects (Within Two [2] Years) List Four (4) Only:			
Project #1:			
Project #2:			
Project #3:			
Project #4:			
		Submitted By:	
		Signature:	
		Typed Name:	

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** (as defined and more particularly identified in **EXHIBIT “A”** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT “A”** attached to this Agreement.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT “B”
Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT “C”

Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT “B” in accordance with each Work Authorization in compliance with the following:

- ◆ Review existing conditions
- ◆ Conduct field surveys to obtain information for preparation of final design plans.
- ◆ Prepare plans and specifications for each project
- ◆ Assist owner with bidding of each project if required.
- ◆ Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved 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

HOURLY RATES:

Project Principal	\$ 80.00/Hr.
Project Engineer	\$ 75.00/Hr.
R.P.L.S.	\$ 70.00/Hr.
G.P.S. Survey Crew	\$ 95.00/Hr.
3 Man Survey Crew	\$ 80.00/Hr.
2 Man Survey Crew	\$ 70.00/Hr.
Party Chief	\$ 40.00/Hr.
CADD/Designer	\$ 48.00/Hr.
Clerical	\$ 25.00/Hr.

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 M. Flores** as to content and detail of this Work Authorization No. # ____.

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 ____ (DATE) as indicated below and effective as of ____ day of _____, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY

By: Javier Hinojosa, P.E., Owner

By: Ramon Garcia, County Judge or Presiding Officer

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

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)



Policy Number:

Date Entered: 05/31/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2011

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME:		
	PHONE (A/C, No, Ext): (956) 581-9838	FAX (A/C, No): (956) 519-1524	
E-MAIL ADDRESS: davisinsuranceagency@yahoo.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER A:	NATIONAL LLOYDS INSURANCE CO	
	INSURER B:	FARMERS INSURANCE EXCHANGE	
	INSURER C:	FARMERS INSURANCE EXCHANGE	
	INSURER D:	EVANSTON INSURANCE COMPANY	
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>		CP9002401	5/28/2010	5/28/2011	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$EXCL
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$EXCL
B	AUTOMOBILE LIABILITY			069398805	3/29/2011	3/29/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N0707-71-94	12/1/2010	12/1/2011	WC STATUTORY LIMITS
	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
D	PROFESSIONAL			AE812316	12/4/2010	12/4/2011	PER CLAIM \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPT 2812 S HIGHWAY BUSINESS 281 EDINBURG, TX 78539	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 <i>[Signature]</i>

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ACORD 25 (2010/05)

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**TEXAS BUSINESS
AUTO COVERAGE
FORM DECLARATIONS**

FARMERS INSURANCE EXCHANGE
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
SERVICE CENTER: 15700 LONG VISTA DRIVE, AUSTIN, TEXAS 78728

ITEM ONE

NAMED : HINOJOSA, JAVIER
INSURED : JAVIER HINOJOSA ENGINEERING
MAILING : 416 E DOVE AVE
ADDRESS : MCALLEN TX 78504-2240

Account Number
19-42-303
Agent

06939-88-05
Policy Number

Form of Business:

Individual Partnership RENEWS NO:
 Corporation Other

Policy Period from 03/29/11 to 03/29/12 12:01 AM Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY Bodily Injury Property Damage Combined Liability	7 8 9	\$ each person/S \$ 1000 each accident \$ 1000 each accident	1,960.00
PERSONAL INJURY PROTECTION	SEE END.	\$ SEE SCHEDULE	168.00
AUTO MEDICAL PAYMENTS		\$	
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	\$ each person/S \$ 1000 each accident \$ 1000 each accident	383.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed autos.	1,009.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is Less Minus \$25 Ded. for Each Covered Auto for loss Caused by Mischief or Vandalism. See Item Four for hired or borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. See item four for hired or borrowed Autos.	1,235.00
PHYSICAL DAMAGE TOWING AND LABOR	7	\$ SEE SCHEDULE for each disablement of a covered auto.	42.00
PREMIUM FOR ENDORSEMENTS			182.00
ESTIMATED TOTAL PREMIUM			4,979.00

Premium Shown is payable \$ _____ at inception.



FARMERS

TEXAS BUSINESS AUTO DECLARATIONS (CONTINUED)

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad Form Nuclear Exclusion

CA00011001	CA01960904	CA02430301	CA21090604	CA22640708	CA23840106	CA99231293
CA99880902	CA99951201	E2013-ED1	IL00171198	J6738-ED1	S1928-ED1	S1929-ED2
S1966-ED1	56-5223ED4					

COUNTERSIGNED _____ (Date) By _____ (Authorized Representative)

**ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED		TERRITORY Town & State where Covered Auto will be principally garaged
		Original Cost New	Actual Cost & New (N) USED (U)	
6	08 CHEVROLET SILVERADO 1GCHK23698F130618	39000		MCALLEN TX 57
7	09 CHEVROLET SILVERADO 3GCEK33249G191168	40075		MCALLEN TX 57

Covered Auto No.	CLASSIFICATION							Except for towing, all physical damages loss is payable to you and the loss payee named below as interest may appear at the time of the loss.
	Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	
6 7	50	S	10000	4 3	Liab. 1.0000	Phy. Dam. 1.0000		07877 01199

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	LIABILITY		PERSONAL INJURY PROTECTION		AUTO MED PAY	
	*Limit	Premium	Limit	Premium	*Limit	Premium
6 7	1000 1000	657.00 1,178.00	5000 5000	122.00 46.00		
Total Premium		1,835.00		168.00		

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	UNINSURED/UNDERINSURED MOTORISTS		COMPREHENSIVE	
	*Limit	Premium	Limit stated in ITEM TWO minus ded. shown below	Premium
6 7	1000 1000	192.00 191.00	250 250	154.00 855.00
Total Premium		383.00		1,009.00

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	SPECIFIED CAUSES OF LOSS		COLLISION		TOWING AND LABOR	
	Limit stated in ITEM TWO	Premium	Limit stated in ITEM TWO minus ded. shown below	Premium	Limit Per Disablement	Premium
6 7			500 500	381.00 854.00	500 500	21.00 21.00
Total Premium				1,235.00		42.00

*(LIMITS SHOWN IN THOUSANDS)

TEXAS BUSINESS AUTO DECLARATIONS (CONTINUED)
ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liab. Cov. is Primary)	PREMIUM
TX				71.00
TOTAL PREMIUM				71.00

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS \$25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO		
TOTAL PREMIUM			

PHYSICAL DAMAGE COVERAGE for covered autos you hire or borrow is excess unless indicated below by ""

- If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered auto you hire or borrow is deemed to be a covered auto you own.

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	\$ 54.00
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$

ITEM SIX
SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES			PREMIUMS		
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile			LIABILITY COVERAGE	AUTO MEDICAL	P.I.P.
	LIABILITY	AUTO MEDICAL	P.I.P.			
TOTAL PREMIUMS						
MINIMUM PREMIUMS						

Repairs to Existing Three RR Roofs in Anzalduas Park
CC REGULAR

Date: 06/14/2011
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$12,914.82 and a contingency fee of \$6,500.00 for the "Repairs to Existing Three (3) RR Roofs in Anzalduas Park-Project #2011-165-06-02-OGG.

BACKGROUND

As requested by Pct. #3; project consists of removal of cedar shingles & decking; inspect, remove, & repair any/all damaged framework; replace decking with weather resistant plywood; install asphalt paper & 30 yr Asphalt Shingles to Three (3) existing RR Roofs in Anzalduas Park.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-452-00-123-008-0-439
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 6/9/11 are \$14,790.00.
Refer to AI - 27049 (6/14/11) for transfer in the amount of \$4,624.82.

Attachments

Link: [11-165](#)

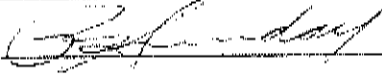
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/08/2011 02:00 PM	APRV
2	Budget & Management	Angela Garcia	06/08/2011 02:43 PM	APRV
3	Perla Lopez	Perla Lopez	06/09/2011 01:03 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW
Form Started By: Oscar Garza			Started On: 06/08/2011 11:17 AM	
Final Approval Date: 06/10/2011				

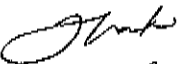


Hidalgo County Purchasing Department Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: Richard.Sunday@co.hidalgo.tx.us or rsunday@co.hidalgo.tx.us (Requests will be processed on a first come, first basis)

Request Date: 12 May 2011	
Department: Facilities Mgt. on behalf of Dr. Mona Parras of Pct. 3	
Name of Approving Elected Official/Department Head/Supervisor: Dr. Mona Parras	
Point of Contact: Rick Sunday	Contact Phone Number: 956-457-6116 Contact Fax Number:
Contact E-Mail: richard.sunday@co.hidalgo.tx.us	
Budget Account Number: Pct. 3 Park Funds; see Rey Salazar in Budget for Account # please. Funding will have to be verified with Dr. Parras	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: Collect quote from JOCs by 25 May, award job by 1 June, start work by 6 June, finish work by 17 June?	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. NOT PART OF THE FEMA CLAIM. PAID FOR WITH PCT. 3 PARK FUNDS PER DR. PARRAS. Regarding Bldg. #2 (Circular RR #1), Bldg. #3 (RR & Shop), & Bldg. #6 (Circular RR #2): Remove cedar shingles & decking; inspect, remove, & repair any/all damaged framework; replace decking with 7/16" weather resistant plywood; install asphalt paper and 30 yr. asphalt shingles.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

Notes: Oscar, please use card # 1-1100-452-00-123-008-0-439


Oscar

**JOC TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT**

"HIDALGO COUNTY – FACILITIES MANAGEMENT -"REPAIRS TO EXISTING THREE (3) RR ROOFS IN ANZALDUAS PARK"

LOCATED ON SO. CONWAY,
MISSION, TX.

PROJECT #2011-165-06 -02-OGG

	Job Order Contractor	e-mail	Total Proposal
1	Herrera & Hunt	KeithF54@aol.com	No response
2	CAS COMPANIES	rmoses@caslp.com	14,862.10
		Contingency Fees	6,500.00
3	ALPHA BUILDING CORP	ggrajales@alphabuilding.com	12,914.82
		Contingency Fees	6,500.00

SIGN - IN LOG
 "Repairs to existing Three (3) RR Roofs in Anzalduas Park."
 PROJECT NO: #2011-165-06-02-OGG
 Thursday June 2, 2011 @ 10:00 AM
 PROPOSAL OPENING

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
OSCAR GARZA	PURCHASING DEPT.	318-2626	oscar.garza@co.hidalgo.tx.us
Fred Lozano	OAS Company	956-535-6168	Flozano@oaslp.com
Timmie McDaniel	ALPHA	956-525-0391	TMcDaniel55@Yahoo.com
Moses Salazar	HCR.D.	956-318-2626	moses.salazar@co.hidalgo.tx.us



REVIEWED
By Oscar Garza at 2:11 pm, Jun 03, 2011

Preliminary Estimate, by estimates
Gus Grajales
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Hidalgo County Anzalduas Park Roofs - 02110516

Hidalgo County Anzalduas Park Roofs

Estimator: Gus Grajales
Project Scope: Replace existing roofs of 3 restroom facilities at anzalduas park mission to include decking minor steel work and include new ceiling deck.

Division Summary (MF04)

01 - General Requirements	\$405.00		
02 - Existing Conditions			
03 - Concrete			
04 - Masonry	\$725.00		
05 - Metals			
06 - Wood, Plastics, and Composites	\$724.00		
07 - Thermal and Moisture Protection	\$5,190.00		
08 - Openings	\$8,281.38		
09 - Finishes			
10 - Specialties			
11 - Equipment			
12 - Furnishings			
13 - Special Construction			
14 - Conveying Equipment			
21 - Fire Suppression			
22 - Plumbing			
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			
Totalling Components			
RSMeans Subtotal	\$17,325.38		
RSMeans McALLEN, TX CCI 2011Q2, 77.50%	\$13,898.21		
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:	\$4,098.43		
Labor:	\$7,882.04		
Equipment:	\$54.40		
Other:	\$5,609.51		
Labourhours:	186.02		
Green Line Items:0	\$0.00		
26 - Electrical			
27 - Communications			
28 - Electronic Safety and Security			
31 - Earthwork			
32 - Exterior Improvements			
33 - Utilities			
34 - Transportation			
35 - Waterway and Marine Transportation			
41 - Material Processing and Handling Equipment			
44 - Pollution Control Equipment			
45 - Water and Wastewater Equipment			
48 - Electric Power Generation			
Alternates			
Trades			
Assemblies			
MF04 Bare Total (Without totalling components)	\$17,325.38		
CCI Installation Adjustment (McAllen) (6.0000%)		\$459.73	
KOC Coefficient Standard (-7.0000%)		\$1972.08	
Priced/Non-Priced			
Total Priced Items:	20	\$17,325.38	0.00%
Total Non-Priced Items:	0	\$0.00	
	20	\$17,325.38	
Grand Total		\$12,914.82	

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-93-13-16-2555 Electrical facilities maintenance, remove and replace or maintain, receptacle at electrical remove reset relocate for new ceiling 6 removals 6 relocation	2011 RS Means Cost Book	6,000	\$67.50	\$405.00	RSMT11FAC M.L. O&P
			Page 32			
01 - General Requirements Total						\$405.00
04 - Masonry						
2	04-05-05-10-9000 Selective demolition, minimum labor/equipment charge	Job	1,000	\$225.00	\$225.00	RSMT11FAC L. O&P
			106			
3	04-21-13-13-9000 Brick veneer masonry, minimum labor/equipment charge	Job	1,000	\$500.00	\$500.00	RSMT11FAC L. O&P
			112			
04 - Masonry Total						\$725.00
05 - Metals						
4	05-05-21-90-0300 Welding steel, structural, field welding, 1/8" E6011, cost per welder, with 1 operating engineer includes all material and labor for repair retro fit of structural repair	HR.	4,000	\$181.00	\$724.00	RSMT11FAC M.L.E. O&P
			135			
05 - Metals Total						\$724.00
06 - Wood, Plastics, and Composites						
5	06-05-05-10-3440 Selective demolition wood framing, fascia boards, 1" x 8"	L.F.	80,000	\$1.00	\$80.00	RSMT11FAC L. O&P
6	06-05-05-10-5900 Selective demolition wood framing, hip and valley rafters, 2" x 6"	L.F.	100,000	\$1.80	\$180.00	RSMT11FAC L. O&P
7	06-05-05-10-6096 Selective demolition wood framing, board sheathing from roof	S.F.	500,000	\$0.64	\$320.00	RSMT11FAC L. O&P
8	06-11-10-30-2000 Roof framing, fascia boards, 2" x 8"	L.F.	100,000	\$5.80	\$580.00	RSMT11FAC M.L. O&P
9	06-11-10-30-5300 Roof framing, rafters, hip and valley rafters, 2" x 6", ordinary	L.F.	100,000	\$2.08	\$208.00	RSMT11FAC M.L. O&P
10	06-16-36-10-0202 Sheathing, plywood on roofs, CDX, 5/8" thick	S.F.	500,000	\$1.64	\$820.00	RSMT11FAC M.L. O&P
11	06-16-36-10-0202 Sheathing, plywood on roofs, CDX, 5/8" thick	S.F.	500,000	\$1.64	\$820.00	RSMT11FAC M.L. O&P
12	06-22-13-60-1100 Moldings, soffits, exterior AC plywood, 1/2" thick	S.F.	900,0900	\$3.56	\$3,204.00	RSMT11FAC M.L. O&P
06 - Wood, Plastics, and Composites Total						\$8,180.00

Preliminary Estimate, by estimates

Hidalgo County Anzalduas Park Roofs

Estimator: Gus Grajales

2011 RS Means Cost Book (PAGE #)

Item	Description	UM	Quantity	Unit Cost	Total	Book
07 - Thermal and Moisture Protection						
13	07-05-05-10-2720 Selective demolition, thermal and moisture protection, roof ventilation, soft vent and/or fascia vent	L.F.	140.0000	217	\$0.78	\$109.20 RSM11FAC L, ODP
14	07-05-05-10-3125 Selective demolition, thermal and moisture protection, roofing, felt paper, #30 felt Sq.	Sq.	29.0000	217	\$14.95	\$433.55 RSM11FAC L, ODP
15	07-05-05-10-3170 Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 S.F. layer	S.F.	1,314.0000	217	\$0.65	\$854.10 RSM11FAC L, ODP
16	07-05-05-10-4670 Selective demolition, thermal and moisture protection, roofing, single ply membrane, wood shingles	S.F.	0.0000	217	\$1.03	RSM11FAC L, ODP
17	07-05-05-10-5520 Selective demolition, thermal and moisture protection, siding, wood shingles	S.F.	1,536.0000	217	\$1.28	\$1,966.08 RSM11FAC L, ODP
18	07-31-13-10-0150 Asphalt roof shingles, standard slip shingles, inorganic, class A, 210 to 235 lbs per square	Sq.	29.0000	226	\$176.00	\$5,104.00 RSM11FAC M, L, ODP
19	07-31-13-10-0825 Asphalt roof shingles, #30 felt underlayment	Sq.	29.0000	226	\$19.25	\$558.25 RSM11FAC M, L, ODP
20	07-71-43-10-0020 Drip edge, rake edge, ice bells, aluminum, .018" thick, 5" wide, mill finish	L.F.	140.0000	247	\$1.83	\$256.20 RSM11FAC M, L, ODP
07 - Thermal and Moisture Protection Total						\$9,284.38
Estimate Grand Total						12,914.82

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374
Scope of Work Proposal

Delivery Order Work Proposal

For

**Hidalgo County
Edinburg, TX 78539**

Date: 5-31-11

**Title: Hidalgo County Project #2011-165-06-02-OGG
Anzalduas Park
Restroom Building Roof and Framing Repairs**

Location: Mission, TX

We are pleased to provide you with our proposal for the Hidalgo County Project #2011-165-06-02-OGG Hidalgo County-Facility Management-"Repairs To Existing Three (3) RR Roofs In Anzalduas Park". Please see accompanying scope of work for pertinent associated references such as RFP, addendums, instructions etc.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me

Warmest Regards,

Gus Grajales
956-202-9079

Description of Work

Project Cost:	\$12,914.82
Owner Contingencies:	\$ 2,000.00
	\$ 3,000.00
	\$ 1,500.00

Scope of Work:

Provide all labor, equipment and material necessary to replace existing roof systems, repair exterior soffit and fascia systems and steel as requested in JOC RFP Hidalgo County Project #2011-165-06-02-OGG Hidalgo County-Facility Management-"Repairs To Existing Three (3) RR Roofs In Anzalduas Park" Work to be done in accordance to scope of work as directed in Addendum #1. (See accompanying copy). Addendums #1 acknowledged here with as well as by email reply. As stated in addendum #1 owner has provided for owner directed and use contingencies for all 3 buildings. Contingencies are listed in project cost for acknowledgement but do not reflect any pricing of any kind.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Owner to provide disposal dumpster

Exclusions:

- Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.
- Electrical work other than indicated in addendum #1
- Plumbing work
- Mechanical work other than indicated in addendum #1
- Interior or exterior painting or any other architectural repairs
- Structural frame work other than indicated in addendum #1

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. None expected
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and County designates*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security Requirements: *Protection of general public*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

- | | |
|--|---------------------------------|
| A. Project Manager: <u><i>Gus Grajales</i></u> | C. Quality Control Coordinator: |
| B. Superintendent: <u><i>TBA</i></u> | D. Subcontractors: |

II. PERMITS: To be provided by General Contractor and Transporter.

- | | | |
|-------------|----------|----------|
| A. Demo: | | |
| B. Burning: | Welding: | Cutting: |

SUBMITTAL REQUIREMENTS:

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:

Gustavo Grajales

Approved By:

_____ Date _____

AI-27002

24.D.3.

Drainage Imp. to 2 Mile Line Dry Bore Method to Abram Rd Canal Crossing Pct. #3

CC REGULAR

Date: 06/14/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 3

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specs and draft requirements agreement) as attached hereto and drafted by project engineer Javier Hinojosa Engineering for the purpose of receiving bids for Drainage Imp. to 2 Mile Line Dry Bore Method to Abram Rd Canal Crossing Pct. #3.

BACKGROUND

As requested by Norma Ceballos Pct. #3 the following account #1-1339-431-00-123-092-0-733 is to be used for proposed Dry Boring to 2 ML & Abram Rd. upon approval of transfers under AI-26994.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1339-431-00-123-092-0-733

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available pending CC approval of interdepartmental transfer. (AI - 26994 6/14/11)

Attachments

Link: [11-174](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/08/2011 01:45 PM	APRV
2	Budget & Management	Angela Garcia	06/08/2011 02:43 PM	APRV
3	Perla Lopez	Perla Lopez	06/09/2011 09:41 AM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Oscar Garza

Started On: 06/08/2011 10:25 AM

Final Approval Date: 06/10/2011

From: [Norma Ceballos](#)
To: "[Oscar Garza](#)"
Subject: FW:
Date: Tuesday, June 07, 2011 4:44:57 PM

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Tuesday, June 07, 2011 4:44 PM
To: 'Norma Ceballos'
Subject: RE:

Oscar,

Please make corrections; the project is Intersection of Mile 2 and Abram Rd. account # 1-1339-431-00-123-092-0-733. I will prepare agenda item for the funding.

Thanks.

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2011 10:45 AM
To: 'Oscar Garza'
Subject:

Oscar,

Please proceed with requesting authorization to advertise for Bore Method for the Bentsen Palm Drive Drainage Improvement project. If you need additional information, please contact David Henry, Director for Drainage Improvement Project at (956) 587-1026. The project will be fund by account #1-1339-431-00-123-084-0-733.

Thank you in advance for your assistance.

*Norma G. Ceballos
Hidalgo County Precinct #3
Office of Commissioner Joe M. Flores
724 N. Breyfogle Rd.
Mission, Texas 78574
(956)585-4509*

Bid No: 2010-174-07-06-OGG	Buyer: Oscar Garza, Procurement Specialist	Tel. No: (956) 318-2626 X-4857
--------------------------------------	--	--

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

**“DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO
ABRAM RD CANAL CROSSING”**

**BID OPENING DATE:
JULY 06, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

Rev. 04/15/09 DLB



956 318-2626
LEGAL NOTICE

Form HCPD-03
BID NO: 2011-174-07-06-OGG

1. Sealed bids will be received for "**BID-2011-07-06-OGG - HIDALGO COUNTY PRECINCT NO.3 – “DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO ABRAM RD CANAL CROSSING”**". 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-2011-07-06-OGG - HIDALGO COUNTY PRECINCT NO.3 – “DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO ABRAM RD CANAL CROSSING”**". and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, July 06, 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 "BID-2011-07-06-OGG - HIDALGO COUNTY PRECINCT NO.3 – “DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO ABRAM RD CANAL CROSSING”**". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
- d) Notation –
"BID-2011-07-06-OGG - HIDALGO COUNTY PRECINCT NO.3 – "DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO ABRAM RD CANAL CROSSING"

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 No 3
David Henry
FM 2221 & Iowa Rd.
Mission, TX 78572

17. Schedule of Events

Bid Opening, 9:30 AM	<u>July 06</u>, 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 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. Clossner, 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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. **Bidder, at the time of submitting bid, MUST submit Certificate of Account Status (as provided by the Texas Comptroller of Public Accounts), indicating bidder is in good standing with**

its franchise tax reports and payments. The Certificate of Account Status is required by Hidalgo County in order to conduct any financial business transactions. Perspective bidders may access this pertinent information through the Texas Comptroller of Public Account website: www.window.state.tx.us/tax/info/

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
HIDALGO COUNTY PRECINCT NO.3
“DRAINAGE IMPROVEMENT TO 2 MILE LINE DRY BORE METHOD TO ABRAM
RD CANAL CROSSING”.
BID NO.: for
Project #2011-07-06-OGG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A** _____ @ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company _____

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners= Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

DRAFT

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

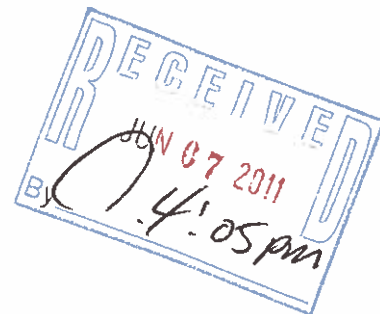
416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

MEMORANDUM



To: Hidalgo County
Attn: Mr. Oscar Garza, Procurement Specialist

From: Javier Hinojosa, P.E. *JA*

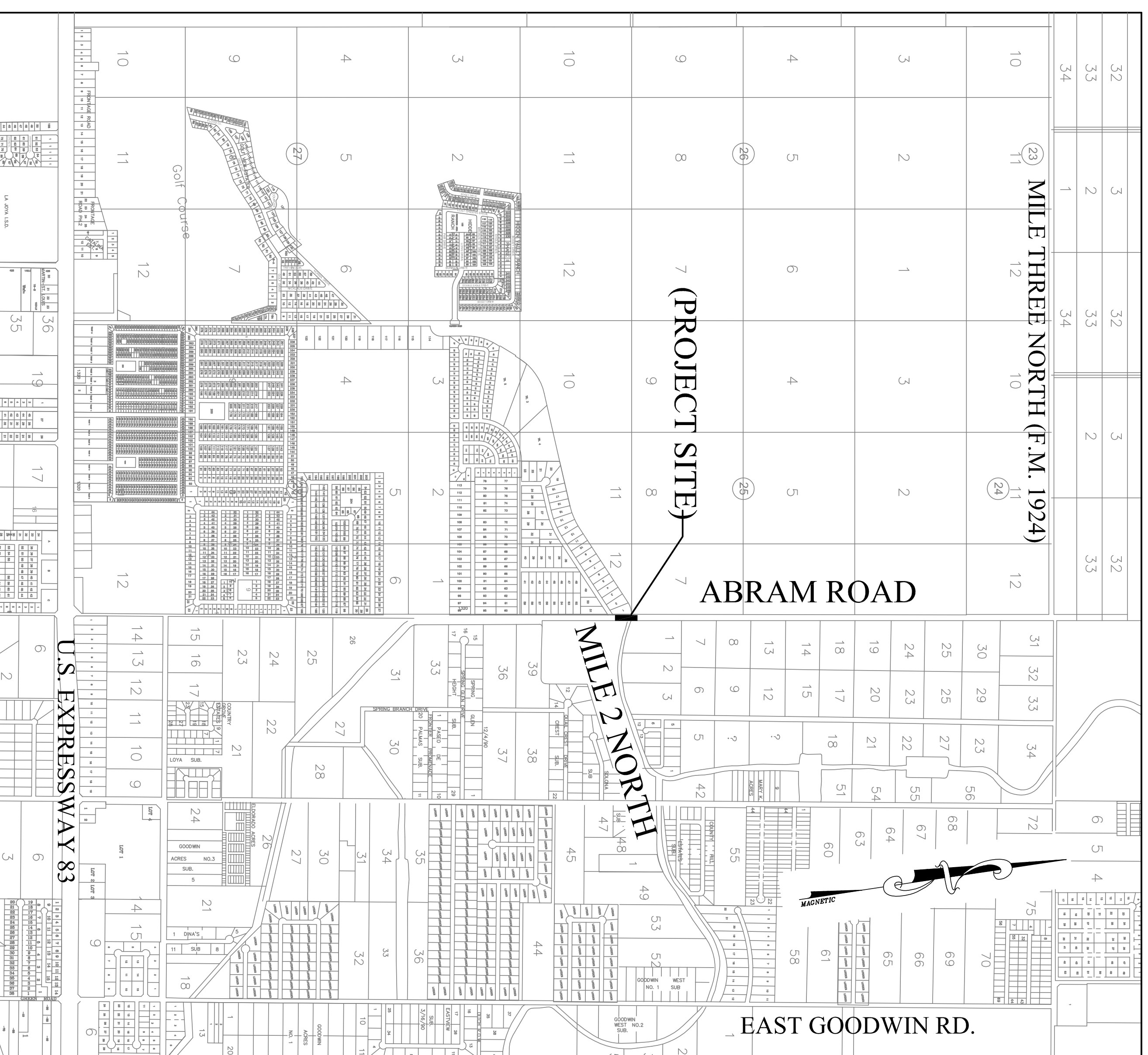
Subject: **Mile 2 North and Abram Road Drainage Crossing**

Date: June 7, 2011

Attached please find one set of construction plans as requested for the proposed bore under the H.C.I.D. No. 6 Canal located at the southeast corner of Mile 2 North and Abram Road. If you have any questions or require further information, please feel free to contact me at your convenience.

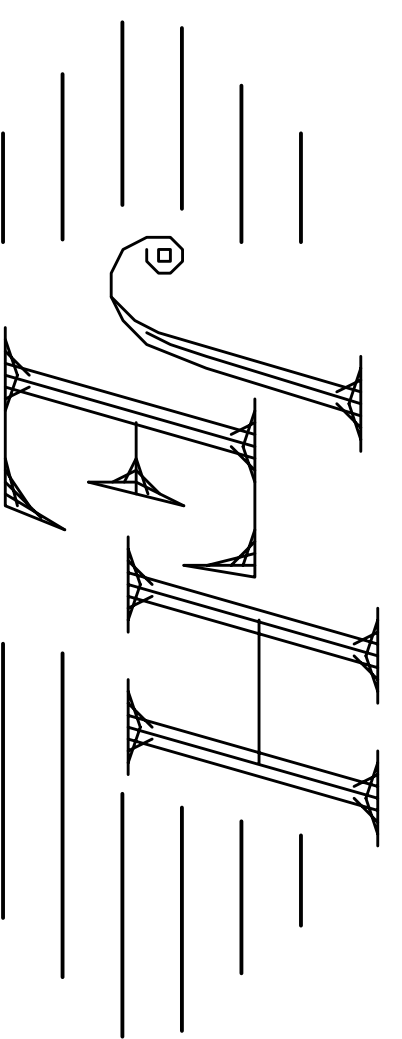
cc: Norma Ceballos, Hidalgo County Precinct No. 3

HIDALGO COUNTY PRECINCT NO. 3 DRAINAGE IMPROVEMENTS
JOE M. FLORES, COMMISSIONER PRECINCT NO. 3
MILE 2 NORTH AND ABRAM ROAD AND DRAINAGE OUTFALL
PROPOSED 36" BORE UNDER H.C.I.D. No. 6 CANAL



LOCATION MAP

N.T.S.



JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS

416 E. DOVE AVENUE McALLEN, TEXAS 78504

PHONE (956) 668-1588

TBE FIRM NUMBER F-1295

javhin@rgv.rr.com

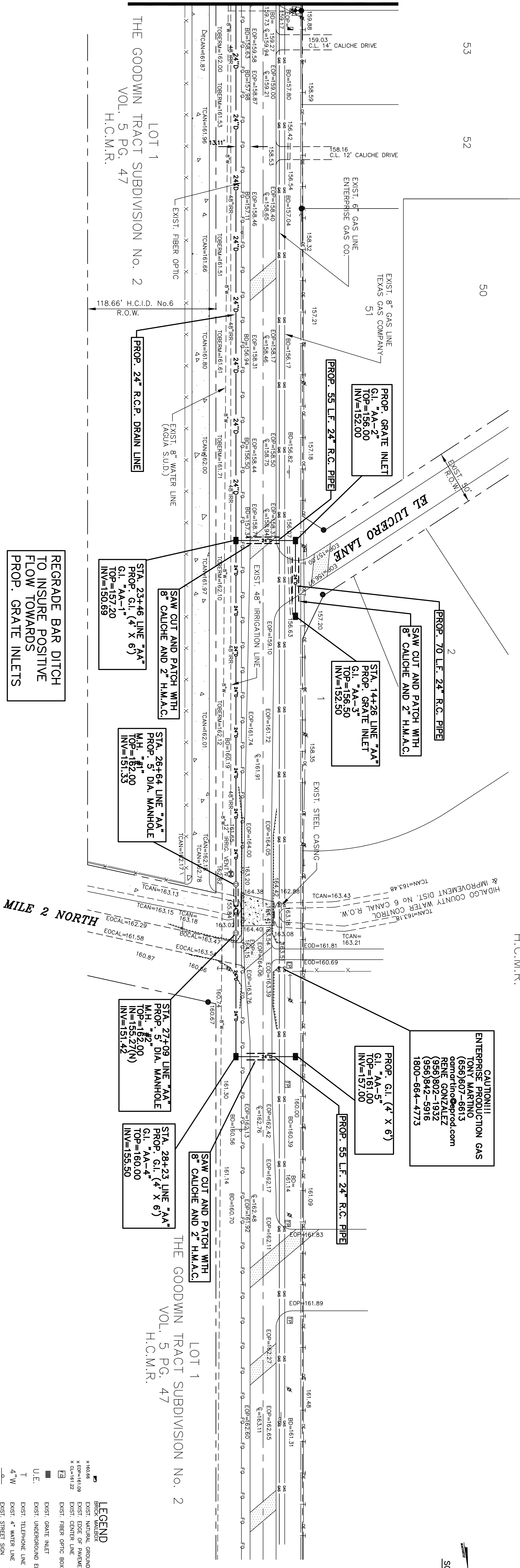
INDEX OF SHEETS

SHEET#	DESCRIPTION
1	STORM DRAINAGE PLAN AND PROFILE
2	STANDARD STORM DRAINAGE DETAILS

HIDALGO COUNTY OFFICIALS

- RAMON GARCIA COUNTY JUDGE
- JOEL QUINTANILLA COUNTY COMMISSIONER PRECINCT NO. 1
- HECTOR "TITO" PALACIOS COUNTY COMMISSIONER PRECINCT NO. 2
- JOE M. FLORES COUNTY COMMISSIONER PRECINCT NO. 3
- JOSEPH PALACIOS COUNTY COMMISSIONER PRECINCT NO. 4

SEE SHEET 1 OF 3
MATCH LINE STA 18+50

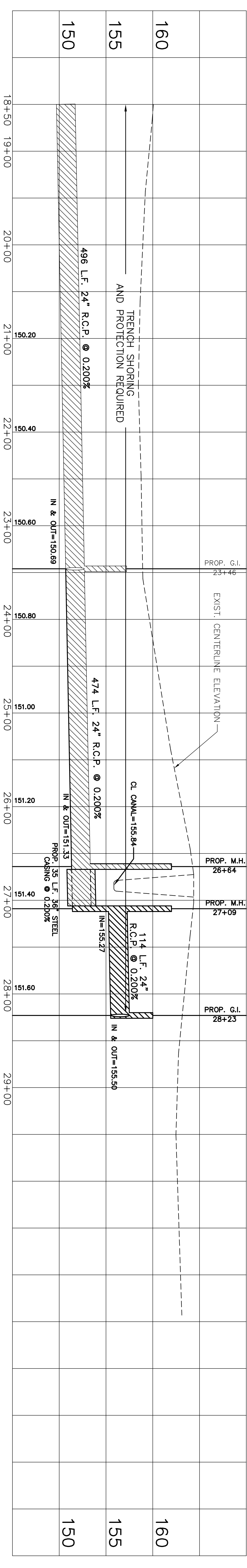
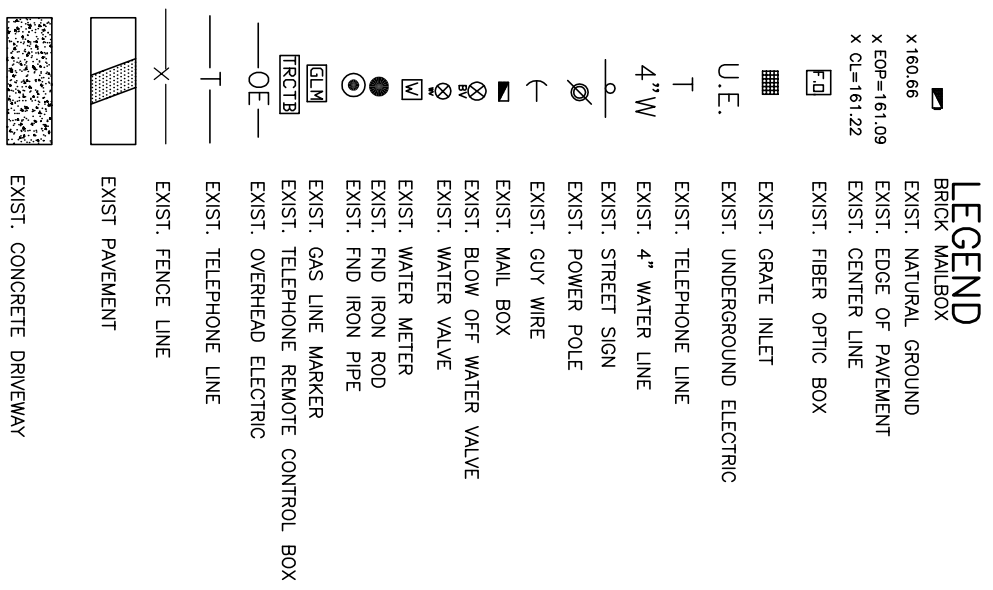


CAUTION!!!
ENTERPRISE PRODUCTION GAS
TONY MARTINO
(956) 807-6613
tmm@enterprise.com
RENE GONZALEZ
(956) 802-1932
(956) 842-5916
1800-664-4773

REGRADE BAR DITCH
TO INSURE POSITIVE
FLOW TOWARDS
PROP. GRATE INLETS

LINE "AA"

- GENERAL NOTES:**
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, SURFICENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
 - WATER, SEWER, OR OTHER UTILITY SERVICES SHALL NOT BE INTERRUPTED. ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 - IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL MAKE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE CONTRACTOR'S PRICE AND ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.
 - THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
 - UNTIL ACCEPTANCE BY THE ENGINEER OF ANY PART OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATIONS, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR, AND HE SHALL BE RESPONSIBLE FOR THE PROTECTION AND CARE OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND CARE OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND CARE OF THE SAME.
 - NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THIS PROJECT FROM HIDALGO COUNTY PRECINCT No. 3.
 - CONTRACTOR TO COORDINATE ALL WORK WITH MR. MINO VILLARREAL, HIDALGO COUNTY PRECINCT No. 3 (956-585-4509) PRIOR TO START OF WORK.
 - ALL DRIVEWAYS AND SIDEWALKS TO BE RECONSTRUCTED TO RIGHT OF WAY LINE.
 - CONTRACTOR TO UTILIZE PROPER TRAFFIC CONTROL ALONG ABRAM ROAD AND MILE 2 ROAD DURING CONSTRUCTION TO PROVIDE FOR THE SAFETY OF THE PUBLIC AND WORKERS.

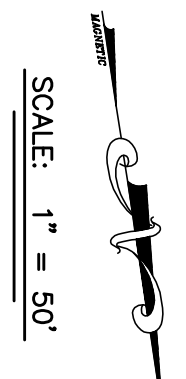


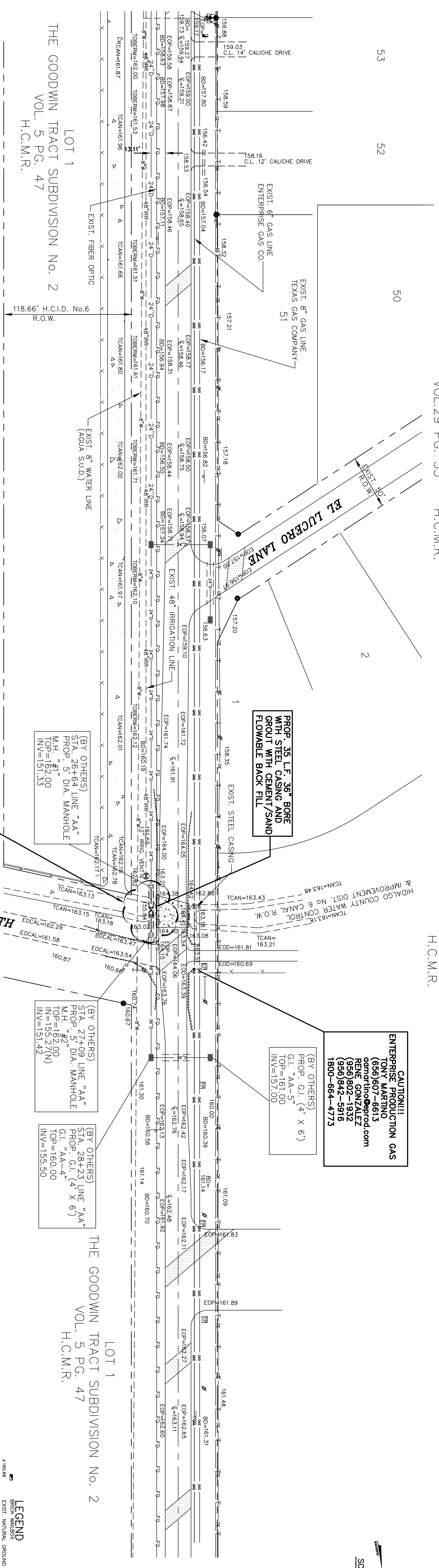
REVISIONS

PROJECT No.	100804
DATE	OCTOBER, 2010
DESIGNED BY	LUIS HERNANDEZ
CHECKED BY	J.H.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOWE AVENUE, MCKENNA, TEXAS 75064
PHONE: (956) 868-1358
FAX: (956) 868-1235
jhin@jhinoc.com

STORM DRAINAGE PLAN & PROFILE
LINE "AA"
MILE 2 NORTH AND ABRAM ROAD - DRAINAGE OUTFALL
HIDALGO COUNTY PRECINCT No. 3

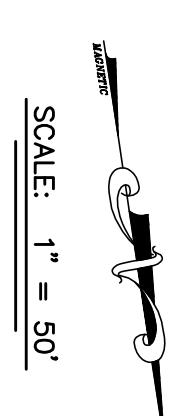
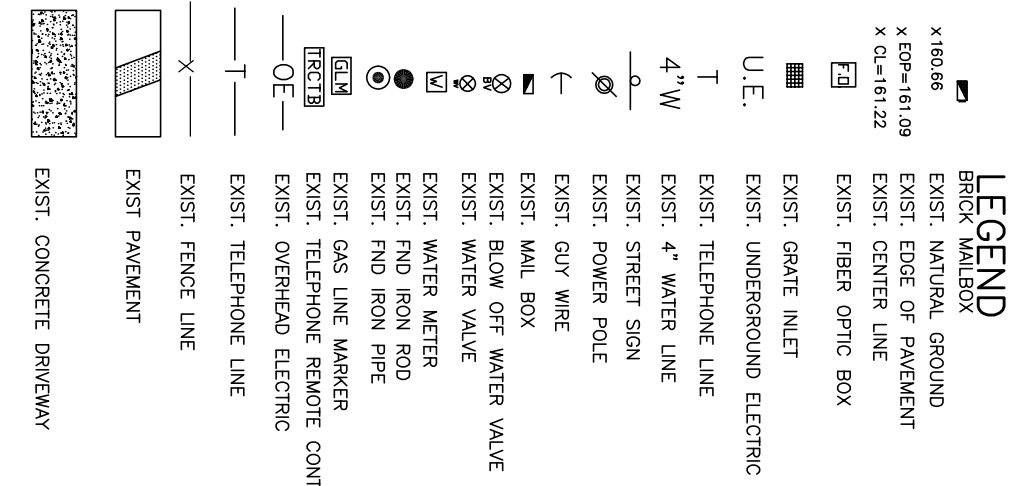




- GENERAL NOTES:**
1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION.
 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
 3. WATER, SEWER, OR OTHER UTILITY SERVICES SHALL NOT BE INTERRUPTED. ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 4. IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SHOWN OR NOT SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE CONTRACTOR'S PRICE AND ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.
 5. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PRELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
 6. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY PART OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATIONS, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR, AND HE SHALL BE RESPONSIBLE TO PROTECT AND MAINTAIN THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND MAINTAIN THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND MAINTAIN THE SAME.
 7. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
 8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THIS PROJECT FROM HIDALGO COUNTY IRRIGATION DISTRICT No. 6.
 9. CONTRACTOR TO COORDINATE ALL WORK WITH MR. JOE AGUILAR, HIDALGO COUNTY IRRIGATION DISTRICT No. 6 (956-955-8389) PRIOR TO START OF CONSTRUCTION.
 10. CONTRACTOR TO UTILIZE PROPER TRAFFIC CONTROL ALONG ABRAM ROAD AND MILE 2 ROAD DURING CONSTRUCTION TO PROVIDE FOR THE SAFETY OF THE PUBLIC AND WORKERS.

ABRAM ROAD

NO.	DESCRIPTION	DATE	BY
150	EXIST. CENTERLINE ELEVATION		
155	CL CANAL=155.84		
160	PROP. 24" DRAIN LINE (BY OTHERS) IN & OUT=151.33		
150	PROP. 36" STEEL CASING INV. = 150.83		
155	T.S. AND P. RECOD. INV.=151.40		
160	PROP. 36" STEEL CASING INV. = 150.92		
155	PROP. 35" L.F. 36" STEEL CASING @ 0.200%		

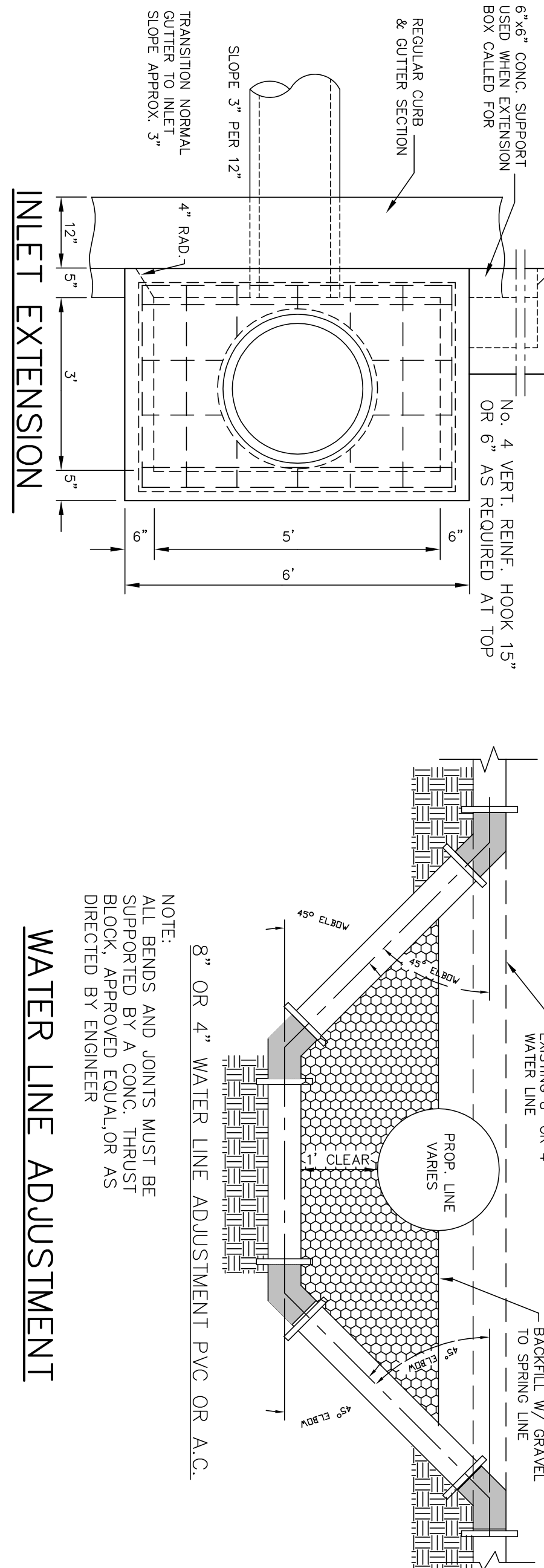
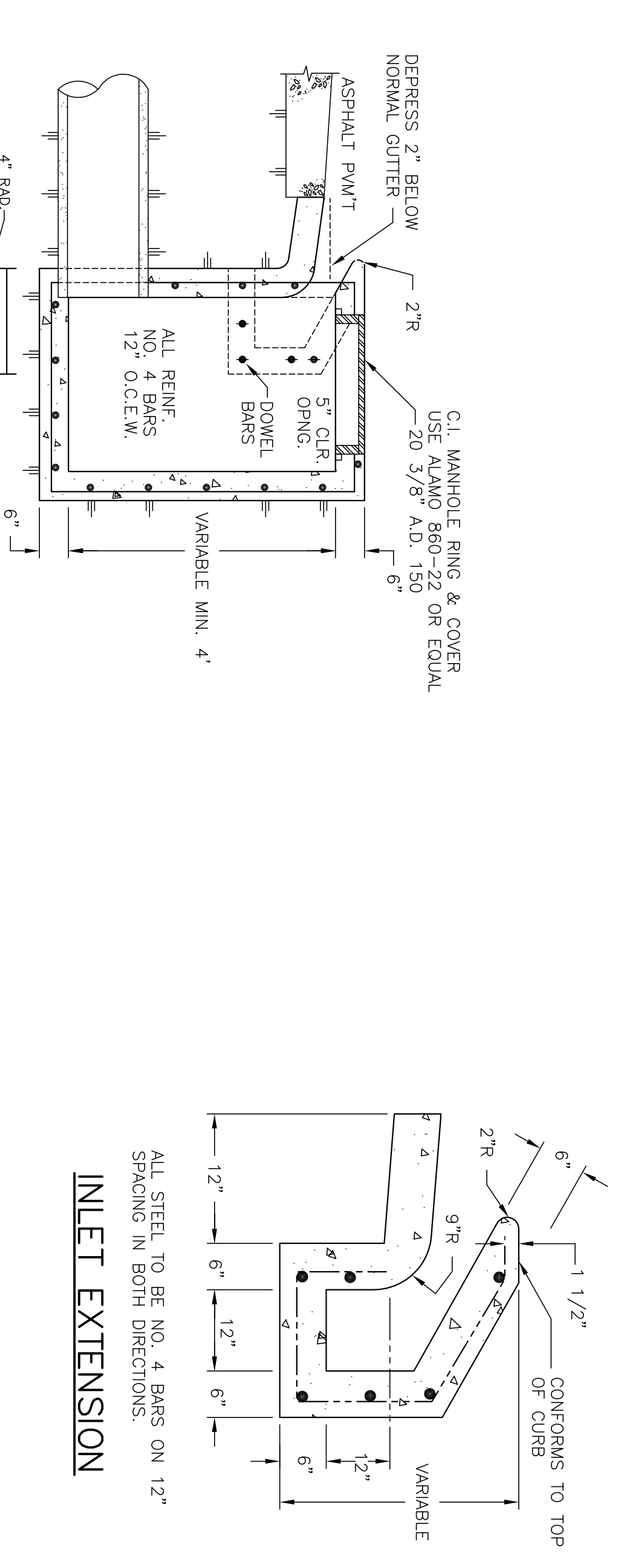


REVISIONS

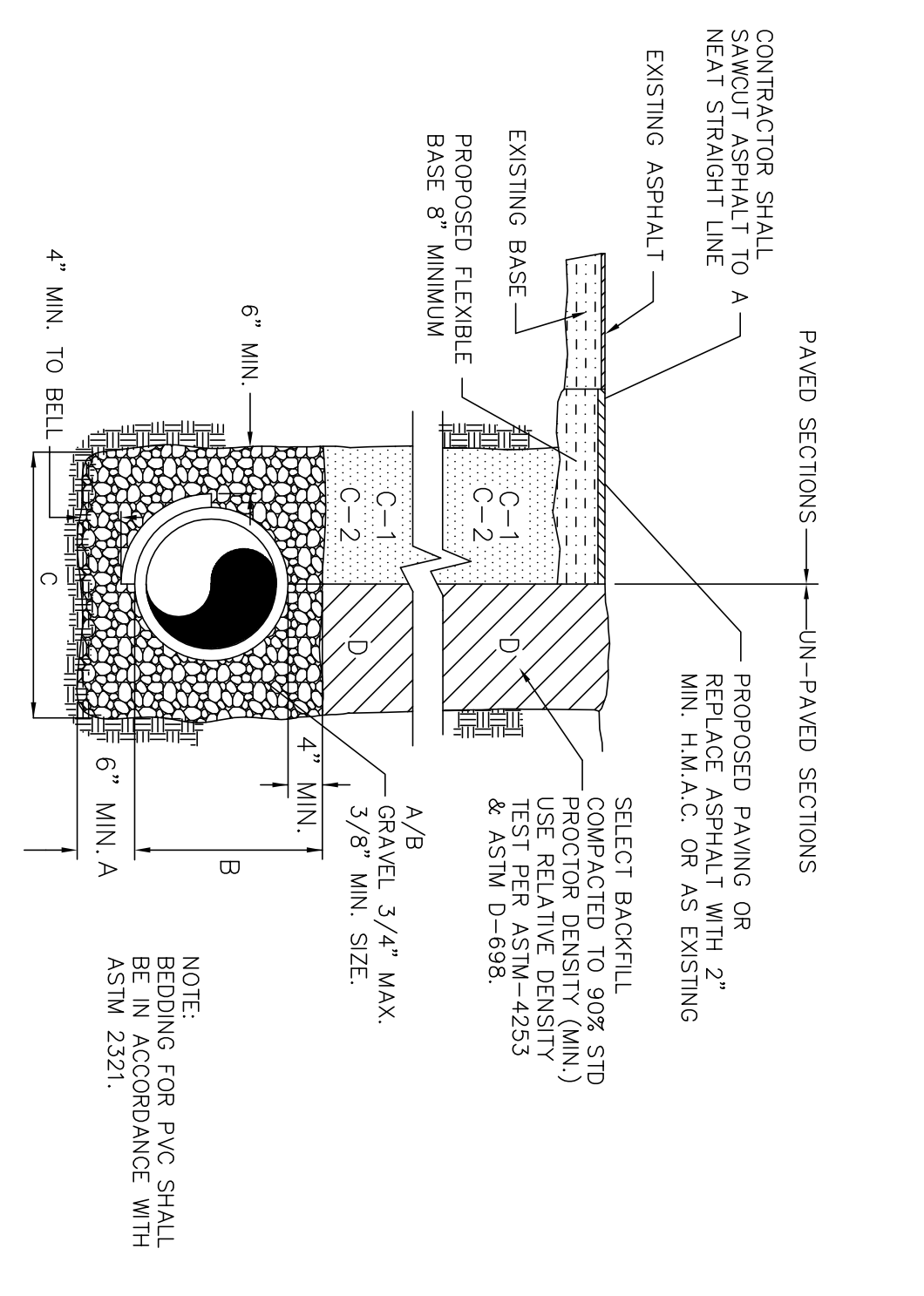
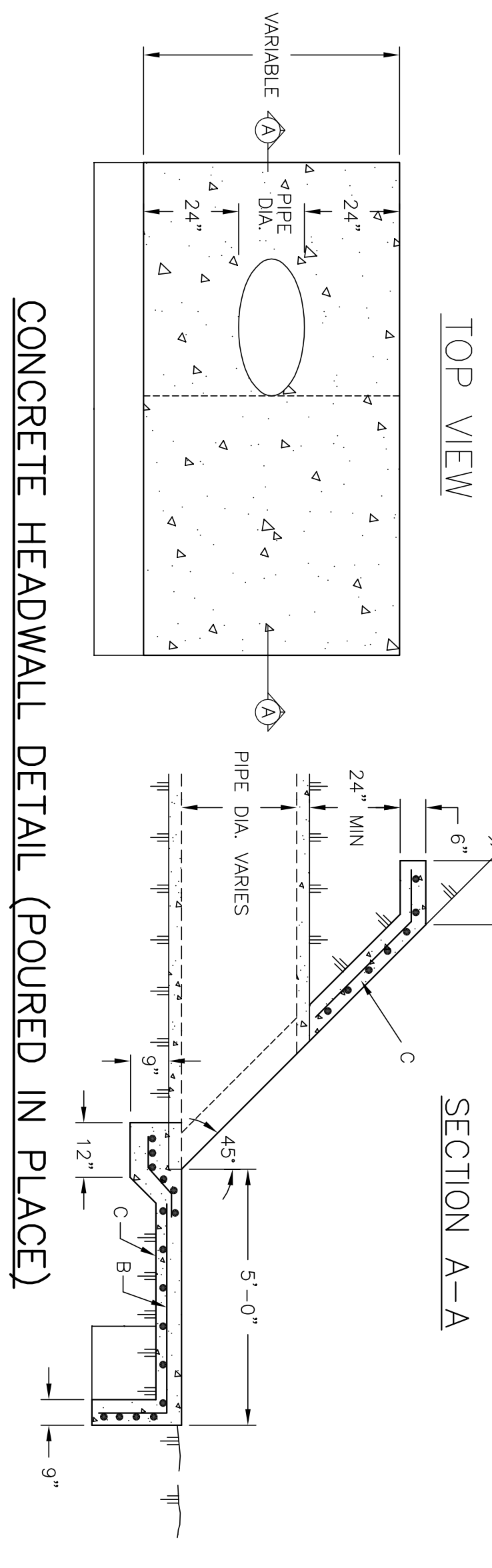
PROJECT No.	100804A
DATE	OCTOBER, 2010
DATE	LUIS HERNANDEZ
DATE	J.H.
CHK. BY	J.H.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE, McALLEN, TEXAS 78504
PHONE (956) 988-1588
FAX (956) 988-1595
www.jehin.com

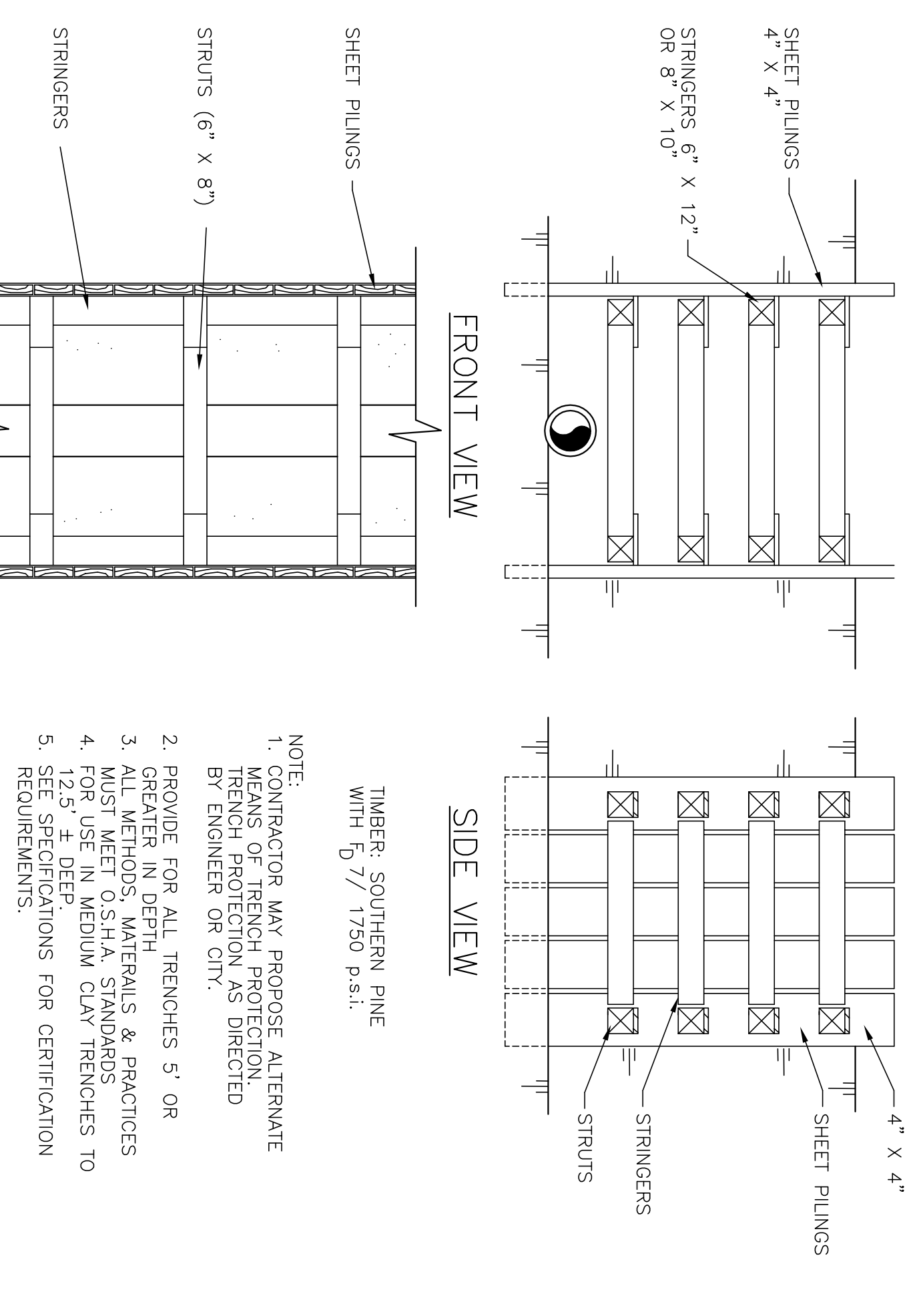
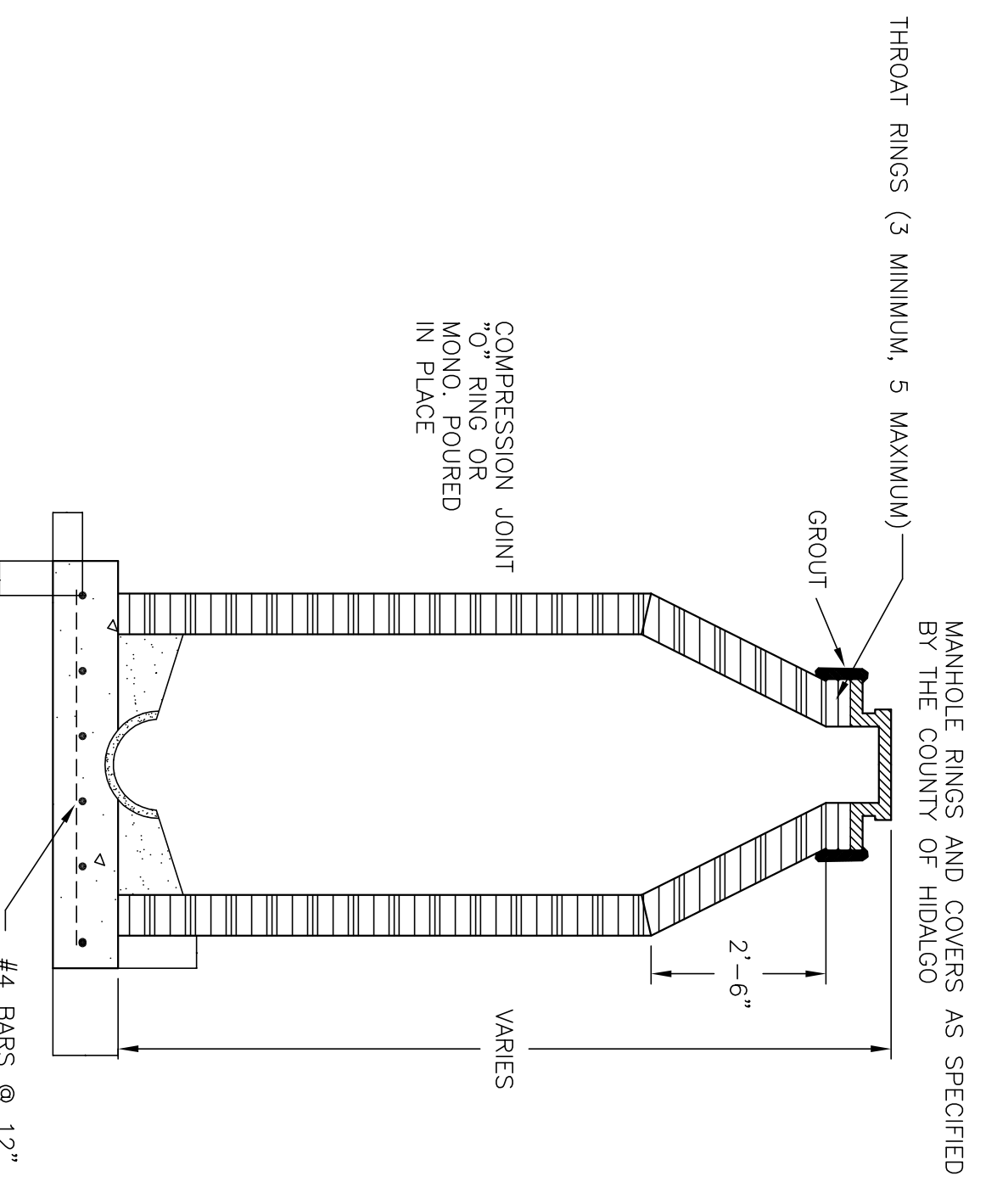
STANDARD STORM DRAINAGE DETAILS
HIDALGO COUNTY PRECINCT No.3 DRAINAGE IMPROVEMENTS
MILE 2 NORTH AND ABRAM ROAD
PROPOSED 36" BORE UNDER H.C.I.D. NO. 6 CANAL
HIDALGO COUNTY, TEXAS



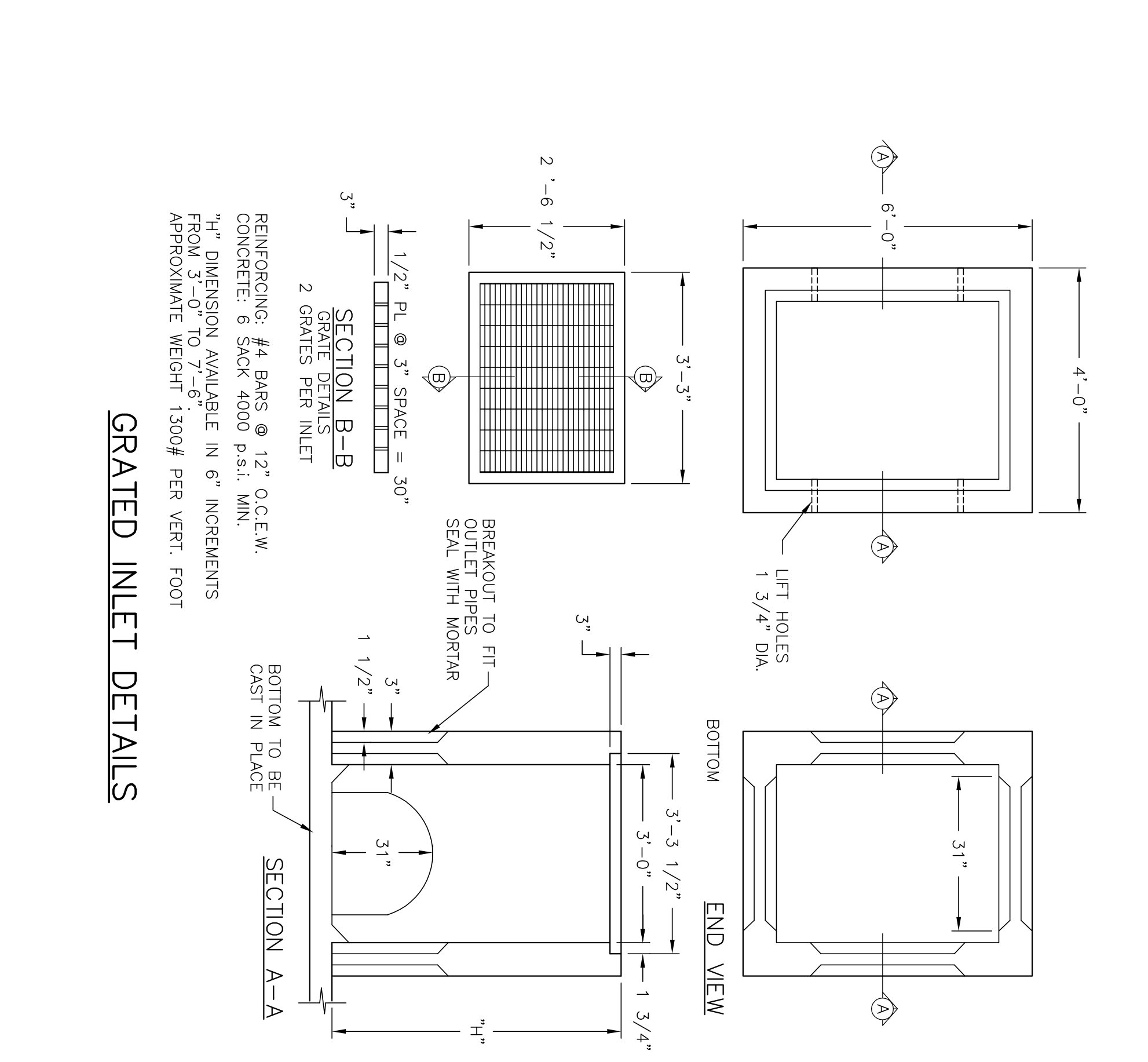
- GENERAL NOTES:**
1. CONCRETE TO HAVE 3000 p.s.i. AT MIN. 28 DAYS
 2. ALL STEEL TO HAVE 4000 p.s.i. YIELD STRENGTH
- CONSTRUCTION NOTES:**
- A. PROVIDE 4# CHAIN LINK
 - B. PROVIDE #6 WIRE MESH OR EQUAL LAPPED 6"
 - C. MIN. 3" COVER REQUIRED ON EVERY SIDE
 - D. MIN. 95% COMPACTION



- NOTE:** SHOULD A CONFLICT BETWEEN THIS STANDARD AND THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT ARISE, WRITTEN APPROVAL MUST BE RECEIVED BY CONTRACTOR FROM THE HIDALGO COUNTY. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF EITHER.
- SCALE:** N.T.S.
- A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=9") - FIT RUN GRAVEL 3/4" MAX. SIZE.
 - B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE THE TOP OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE.
 - C. TRENCH WIDTHS SHALL BE PIPE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE AND ASTM C12 (LATEST) FOR VITRIFIED CLAY PIPE.
 - C-1. (CITY STREETS, PARKING AREA, DRIVEWAYS) SELECT EXCAVATED BACK FILL COMPACTED TO 99% SPN, 8" LIFTS, MECHANICAL COMPACTION.
 - C-2. (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7 1/2 PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698
 - D. SELECT EARTH BACK FILL COMPACTED TO 95% STD. PROCTOR DENSITY (12" LIFTS, MECHANICAL COMPACTION) FOUNDATION PREPARATION (WELPPONTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACK FILLING AT STRUCTURE BOTTOM SHALL BE PLACED IN LIFTWISE LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE TRENCH SHALL BE BACKFILLED TO ORIGINAL SURFACE OR TO FILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

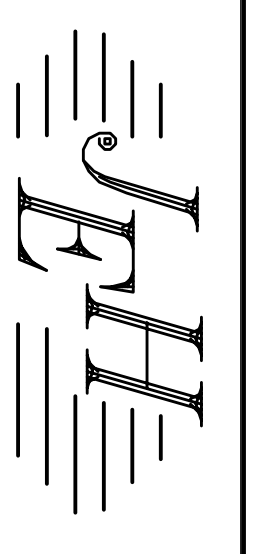


- NOTE:**
1. CONTRACTOR MAY PROPOSE ALTERNATE TRENCH PROTECTION AS DIRECTED BY ENGINEER OR CITY.
 2. PROVIDE FOR ALL TRENCHES 5' OR GREATER IN DEPTH.
 3. ALL METHODS, MATERIALS & PRACTICES TO BE USED SHALL MEET ALL STANDARDS FOR TRENCH PROTECTION.
 4. FOSLUST IN TRENCHES TO BE 12.5' ± DEEP.
 5. SEE SPECIFICATIONS FOR CERTIFICATION REQUIREMENTS.



- REINFORCING:** #4 BARS @ 12" O.C.E.W.
CONCRETE: 8 SHA. 4000 P.S.I., MIN.
"H" DIMENSION AVAILABLE IN 6" INCREMENTS
APPROXIMATE WEIGHT 1300# PER VERT. FOOT

REVISIONS	PROJECT No.	DATE	BY	CHK. BY
	100804A	JUNE, 2011	JBG	JH



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE, MEALDEN, TEXAS 78504
PHONE (956) 688-1588
jeh@jhepr.com

STANDARD STORM DRAINAGE DETAILS
HIDALGO COUNTY PRECINCT No. 3 DRAINAGE IMPROVEMENTS
MILE 2 NORTH AND ABRAM ROAD
PROPOSED 36" BORE UNDER H.C.I.D. No. 6 CANAL
HIDALGO COUNTY, TEXAS

AI-26890

24.E.1.

Grid - Surveyors Services "On An as Needed Basis"

CC REGULAR

Date: 06/14/2011
Submitted By: Nilda Cavazos, PURCHASING DEPT.
Submitted For: Nilda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services/surveyors;
- b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" for Surveyors Services on an "as needed basis" for Precinct #4 projects;

Total Scores	Dannenbaum Engineering Company	Dos Land Surveyors	Meldon & Hunt , Inc
Evaluator 1	95	98	94
evaluator 2	96	97	89
Scores	191	195	183
Ranking			

c. Authority for the Purchasing Department to negotiate a professional surveyors services contract with the No. 1 ranked firm of _____ for the provision of surveyors services for on an "as needed basis" for Precinct #4 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be identified once Pct. 4 identifies project(s).
 On an "as needed basis"

Attachments

Link: Grid

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status

1	Purchasing Department (Originator)	Marty Salazar	06/03/2011 10:41 AM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/08/2011 01:13 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Nielda Cavazos

Started On: 05/31/2011 10:07 AM

Final Approval Date: 06/10/2011

HIDALGO COUNTY PRECINCT NO 4
FOR
Surveyors Services
“On an as Needed Basis”
Scoring & Evaluation
GRID

Surveyors Services

Total Scores	Dannenbaum Engineering Company	Dos Land Surveyors	Meldon & Hunt, Inc
Evaluator 1	95	98	94
Evaluator 2	96	97	89
Scores	191	195	183
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-26885

24.E.2.

Pct. 4 Road Maintenance - Millennium Engineers Group, Inc. Invoice Claims - Alberta Rd.

CC REGULAR

Date: 06/14/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Purchasing Department

Sub-category: Prct. 4

Information

CAPTION

Acceptance and approval of claims from Millennium Engineers Group, Inc. in the total amount of \$409.20 (from 2007) for material testing services rendered for Pct. #4 on Alberta Rd. (Expwy. 281 - I Rd).

BACKGROUND

Contract C-07-265-10-15 was in place but no work authorization was completed.
Invoice# 07M194-1 \$297.00
Invoice# 07M194-2 \$ 39.60
Invoice# 07M194-3 \$ 72.60

Fiscal Impact

FISCAL YEAR: 2011
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 1-1200-431-00-124-007-0-731
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 6-7-11.

Attachments

Link: [Invoices - Alberta Rd](#)

Link: [letter MEG](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2011 10:18 AM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/07/2011 11:10 AM	APRV
4	Auditor's Office	Angela Garcia	06/10/2011 03:21 PM	APRV

Form Started By: Jr. Munoz

Started On: 05/31/2011 08:55 AM

Final Approval Date: 06/10/2011

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
11/21/2007	07M194-1

Bill To
Hidalgo County Precinct 4 c/o J.E. Saenz & Associates PO Box 3293 Edinburg, Texas 78540

Terms	Due Date	Project
Net 30	12/21/2007	07M194-Alberta Rd. (Expwy. 281 - I Rd.)

Description	Qty	Rate	Amount
Vehicle Trip Charge	2	30.00	60.00
Engr. Technician (Concrete)	5	42.00	210.00
Project Management & Coordination	1	27.00	27.00

We thank you for your prompt payment. Please remit to the above address.

Total \$297.00

Payments/Credits \$0.00

Balance Due \$297.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

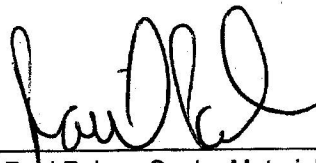
Concrete Field Report

Project Description: Alberta Rd (Expwy. 281 to I Rd.) **M.E.G. Report Number:** 07M194-1-1
Client: Hidalgo County Precinct No. 4 **Date of Service:** 10-05-07
Engineer: J.E. Saenz & Associates **Date of Report:** 10-11-07
Architect: N/A **Structure Tested:** Curb and gutter
Contractor: N/A

On October 5, 2007 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to perform inspection on the placement of ready mix concrete on the curb and gutter.

Sample Number 1 was obtained at 1:03 p.m. A slump of 4" was determined. From this sample, a total of four (4) 6 x 12 inch cylindrical test specimens were cast for compressive strength testing at intervals of 7 and 28 days.

On October 6, 2007 a representative of Millennium Engineers Group, Inc. was dispatched to the project site to pick up the specimens cast on the previous day. The specimens were transported to the laboratory where they were stripped from their forms, properly labeled, and placed in curing tanks in preparation for testing.



Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
11/21/2007	07M194-2

Bill To
Hidalgo County Precinct 4 c/o J.E. Saenz & Associates PO Box 3293 Edinburg, Texas 78540

Terms	Due Date	Project
Net 30	12/21/2007	07M194-Alberta Rd. (Expwy. 281 - I Rd.)

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	15.00	15.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Project Management & Coordination	1	3.60	3.60

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$39.60
Payments/Credits	\$0.00
Balance Due	\$39.60

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Alberta Rd. (Expwy. 281 to I Rd.) M.E.G. Report Number: 07M194-2-1
Client: Hidalgo County Precinct No. 4 Date Cast: 10-05-07
Engineer: J.E. Saenz & Associates Date Reported: 10-15-07
Architect: N/A Structure Tested: Curb gutter
Contractor: N/A

Placement Data

Mix I.D.: TM0117 Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: N/A
Weather Conditions: Sunny and warm Air/Ambient Temp.: 86°F
Supplier: Varmicom Time Batched: 1:03 p.m. Concrete Temp.: 88°F
Truck No.: 245 Time Sampled: 2:15 p.m. Air Content: N/A
Plant Ticket No.: 93701 CY: 10.0 Slump: 4"
Placement Location: Alberta Rd. Water Added:(gal.) 0
200' E of W end of Curb South Side Curb

Compressive Strength Data

Identification	Cross-sectional Area (in ²)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	28.27	10/12/07	7	59,790	2115	a	70%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements. Test specimen size is 6" Dia. X 12" Height unless otherwise noted.

Notes/Comments: _____


Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
11/21/2007	07M194-3

Bill To
Hidalgo County Precinct 4 c/o J.E. Saenz & Associates PO Box 3293 Edinburg, Texas 78540

Terms	Due Date	Project
Net 30	12/21/2007	07M194-Alberta Rd. (Expwy. 281 - I Rd.)

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	15.00	45.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Project Management & Coordination	1	6.60	6.60

We thank you for your prompt payment. Please remit to the above address.	Total	\$72.60
--	--------------	---------

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00
Balance Due	\$72.60

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Alberta Rd. (Expwy. 281 to I Rd.) M.E.G. Report Number: 07M194-3-1
Client: Hidalgo County Precinct No. 4 Date Cast: 10-05-07
Engineer: J.E. Saenz & Associates Date Reported: 10-15-07
Architect: N/A Structure Tested: Curb gutter
Contractor: N/A

Placement Data

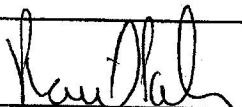
Mix I.D.: TM0117 Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: N/A
Weather Conditions: Sunny and warm Air/Ambient Temp.: 86°F
Supplier: Varmacom Time Batched: 1:03 p.m. Concrete Temp.: 88°F
Truck No.: 245 Time Sampled: 2:15 p.m. Air Content: N/A
Plant Ticket No.: 93701 CY: 10.0 Slump: 4"
Placement Location: Alberta Rd. Water Added:(gal.) 0
200' E of W end of Curb South Side Curb

Compressive Strength Data

Identification	Cross-sectional Area (in ²)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	28.27	10/12/07	7	59,790	2115	a	70%
1B	28.27	11/02/07	28	91,206	3226	a	108%
1C	28.27	11/02/07	28	90,326	3195	c	107%
1D	28.27	11/02/07	28	93,217	3297	a	110%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.
Test specimen size is 6" Dia. X 12" Height unless otherwise noted.

Notes/Comments: _____


Raul Palma, Senior Materials Engineer

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 24, 2009

Millenium Engineers Group, Inc.
P. O. Box 4569
Edinburg, TX 78540

RE: Notice of Contract Requirements

Dear Mr. Raul Palma:

Attached please find check no. 12602 for payment of invoice 09M21-1. This invoice was for services performed for the Tower Road Drainage Improvements in Alamo project, which were performed prior to the approval of Work Authorization No. 3 on March 3, 2009. Under Article 2 "Term" of the Contract for Services (C-08-316-10-28) it states that Engineer is to proceed with work "... only as authorized by the Owner through an agreed Work Authorization Document..." The County expects Millennium Engineering to comply with the terms of this and all contracts with the County. Notice is hereby given that in the future, the County will not pay for any services that do not comply with the contract provisions including work that is done before a Work Authorization is approved.

If you have any questions, please call me at (956) 318-2511 ext. 4604.

Sincerely,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

CC: Honorable Hector Palacios, Commissioner, Precinct No. 2
Martha L. Salazar, Purchasing Agent

HIDALGO COUNTY DISTRICT JUDGES

- | | | | | | | | | | | |
|---|------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|--|--|-----------------------------|-------------------------------------|---------------------------------|---------------------------------|
| ARNO P. MORALES, JR.
JUNE, 2009-D.C. | ROBERTO DELARDO
JUNE, 2009-D.C. | J.R. "BOB" FLORES
JUNE, 2009-D.C. | JOSE ANTONIO VERA
JUNE, 2009-D.C. | JUAN PALMA
JUNE, 2009-D.C. | MARIO E. MORALES, JR.
JUNE, 2009-D.C. | JOSE GONZALEZ
JUNE, 2009-D.C.
CARRISER | LEONARDO
JUNE, 2009-D.C. | ANA MARIA PALMAS
JUNE, 2009-D.C. | EDUARDO, JR.
JUNE, 2009-D.C. | JOSE ANTONIO
JUNE, 2009-D.C. |
|---|------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|--|--|-----------------------------|-------------------------------------|---------------------------------|---------------------------------|

**GEO-Technical Engineering Services Engagement
CC REGULAR**

Date: 06/14/2011
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/geo-technical engineering;
- b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County’s approved “pool” for GEO-Technical Engineering Services on an "as needed basis";

Total	Millennium Engineering	Terracon	RABA-Kistner	L&G Engineering Services
Evaluator 1	92	93	96	97
Evaluator2	96	95	98	99
Scores	188	188	194	196
Ranking				

c. Authority for the Purchasing Department to negotiate a professional (GEO-Technical Services) contract with the No. 1 ranked firm of _____ for the provision of GEO-Technical Engineering Services on an "as needed basis" for projects in Precinct #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funding will be identified once Pct. 4 identifies project(s).
 On an "as needed basis"

Attachments

Link: [Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/03/2011 10:41 AM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/08/2011 01:09 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Nielda Cavazos

Started On: 05/31/2011 09:28 AM

Final Approval Date: 06/10/2011

HIDALGO COUNTY PRECINCT NO 4
FOR
GEO- Technical Services
“On an as Needed Basis”
Scoring & Evaluation
GRID

GEO- Technical Services

Total Scores	Millennium Engineering Group	Terracon	RABA – Kistner	L&G Engineering
Evaluator 1	92	93	96	97
Evaluator 2	96	95	98	99
Scores	188	188	194	196
RANKING				

*Scoring & Evaluation was completed by Pct No 4 *

AI-26888

24.E.4.

Grid - Review Appraisal Services

CC REGULAR

Date: 06/14/2011
Submitted By: Nilda Cavazos, PURCHASING DEPT.
Submitted For: Nilda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Sub-category: Prct. 4

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/review appraisals;
- b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County’s approved “pool” of Engineers for professional appraisal services (“On an as Needed Basis in Precinct 4 area)

Total Scores	Professional Appraisal Services	Leonel Garza & Associates	HLH Appraisal Services
Evaluator 1	50	33	90
Evaluator 2	50	50	98
Scores	100	83	188
Ranking			

- c. Authority for the Purchasing Department to negotiate a professional review appraisal services contract with the No. 1 ranked firm of _____ for the provision of review appraisal services on an as "needed basis" for Precinct #4 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding will be identified once Pct. 4 identifies project(s).
On an “as needed basis”

Attachments

Link: [Grid](#)

Link: [email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/03/2011 10:41 AM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/08/2011 01:12 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Nielda Cavazos

Started On: 05/31/2011 09:50 AM

Final Approval Date: 06/10/2011

HIDALGO COUNTY PRECINCT NO 4
FOR
Real Estate Appraisers Review Services
“On an as Needed Basis”
Scoring & Evaluation
GRID

Real Estate Appraisers Services

Total Scores	Professional Appraisal Services, Inc	Leonel Garza & Associates	HLH Appraisal Services
Evaluator 1	50	33	90
Evaluator 2	50	50	98
Scores	100	83	188
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Thursday, May 19, 2011 11:19 AM
To: 'gloria.beltran'
Subject: RE: Surveyor & Review of Appraiser Lists
Attachments: 2011 SURVEYORS POOL.pdf

As per your request

Thanks,

Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

From: gloria.beltran [mailto:gloria.beltran@co.hidalgo.tx.us]
Sent: Thursday, May 19, 2011 11:02 AM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Surveyor & Review of Appraiser Lists

Nielda,

Please e-mail list of existing "Pool of Surveyors" so that we may request SOQ's in order to evaluate, score and rank for the purpose of a Professional Surveying Firm to provide "Surveying Services" for projects within the Precinct 4 area on a "as needed basis".

Also needed is the list of firms that provide "Review of appraiser services" in order to evaluate, score and rank for projects within the Precinct 4 area on a "as needed basis".

Thank You,

Gloria Ann Beltran
Executive Assistant
P 956.383.3112 ext 4008
F 956.381.5905
gloria.beltran@co.hidalgo.tx.us

AI-27014

24.F.1.

**Requesting Approval to Terminate EP HVAC US., INC.
CC REGULAR**

Date: 06/14/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

a. Recommending action for Hidalgo County to exercise its option to terminate (under paragraph 15 Termination of Agreement) as stated in the current awarded agreement with EP HVAC US, INC., contracted for, "Service and Repair of Chillers & General HVAC Equipment ," by providing a written notice of termination;

b. Requesting authority to advertise for: "Service and Repair of Chillers & General HVAC Equipment."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-419-40-220-001-0-671

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Scanned Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	06/09/2011 11:42 AM	APRV
2	Budget & Management	Erika Zamora	06/09/2011 01:01 PM	APRV
3	Olga Garza	Olga Garza	06/09/2011 05:01 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 03:20 PM	APRV

Form Started By: Rocio Villarreal Started On: 06/08/2011 02:04 PM

Final Approval Date: 06/10/2011

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Facilities Management or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **September 17, 2010** and ending on, **September 16, 2011** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent

contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company: **EP HVAC US, Inc.
Attn: Felix J. Word
2130 Wellspring Drive
Beaumont, TX 77705**

14. 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.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

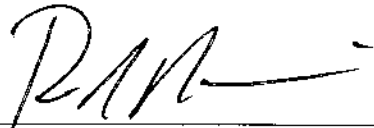
16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

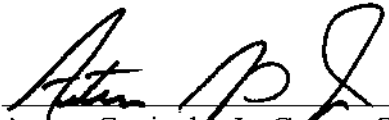
WITNESS our hands in duplicate originals this _____ day of _____, 2010

Approved on Commissioners' Court _____


COUNTY OF HIDALGO

By: 
Rene A. Ramirez, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

COMPANY:

By: 
Printed Name: JEFF LEE
Title: V P OPERATIONS

APPROVED AS TO FORM:

Atlas & Hall LLP

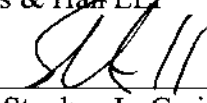
By: 
Stephen L. Crain

EXHIBIT “A”
Request for Bid (RFB)
Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

July 19, 2010

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -"SERVICE AND REPAIRS OF CHILLERS AND GENERAL
HVAC EQUIPMENT"
Bid No: 2010-138-08-04-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo


**REQUEST FOR BID (RFB)
CHECKLIST**

**HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS &
GENERAL HVAC EQUIPMENT"
Bid No: 2010-138-08-04-MEG**

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 5 pages.
4. Exhibit "B" Bid Page consisting of 4 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 of page.
9. Draft Requirements Agreement, consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

July 19, 2010
Date

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT “SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT”

Bid No: 2010-138-08-04-MEG

AUGUST 04, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** 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: **"RFB-2010-138-08-04-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, AUGUST 04, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-138-08-04-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"**.
- 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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
 5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY FACILITIES MANAGEMENT - "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** 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 Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850**

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>August 04, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, 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 (30) 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 FACILITIES MANAGEMENT
“SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT”
BID NO.: 2010-138-08-04-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business 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: _____

(Submit this page with your bid)

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

SCOPE OF SERVICES:

Hidalgo County is seeking for qualified bidders that can furnish all labor, equipment, materials and delivery of parts necessary to provide maintenance Services & Repairs for Chillers & General HVAC Equipment (all services project-related) for various locations within Hidalgo County. The services to be performed under this contract will include, but not limited to the following:

REQUIREMENTS:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
2. All repairs and services (with mark up rates) will be on an "AS NEEDED BASIS-ONLY." There is no guaranteed of an annual volume, for either services and/or repairs.
3. Hidalgo County requires a copy of original invoice showing the markup percentage to insure verification of the markup percentage.
4. Vendor will provide original equipment manufacturer (OEM) repair parts.
5. All other equipment required to perform under this contract shall be considered part of the hourly rate.
6. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.
7. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
8. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Facilities Management Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.
9. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.
10. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
11. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
12. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

13. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
14. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.
15. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:
 - a. The overall purchase price.
 - b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
 - c. The reputation of the bidder.
 - d. The quality of the bidder's goods or services from references.
 - e. The bidder's past performance.
- Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.
- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
 - a. When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
 - b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

BID PAGE

- Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.
- 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.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rates terms and conditions.
2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term
3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
5. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires
 - (b) Delivery acceptance of products and/or performance of services ordered, or
 - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate.
7. 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 advantage to the County.
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
9. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

any additional cost of such item.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
11. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- 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.

b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10)

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

10. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JULY 28, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY JULY 30, 2010 @ 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#1					
	DESCRIPTION	Price		DESCRIPTION	Price
1	12/2 w/ground romex wire		14	3/4" PVC conduit	
2	10/2 w/ground romex wire		15	1" PVC conduit	
3	romex connectors straight		16	1 1/4" PVC conduit	
4	romex connectors angle		17	1 1/2" PVC conduit	
5	1/2" EMT conduit		18	2" PVC conduit	
6	3/4" EMT conduit		19	3" PVC conduit	
7	1" EMT conduit		20	3 1/2" PVC conduit	
8	1 1/4" EMT conduit		21	4" PVC conduit	
9	1 1/2" EMT conduit		22	1/2" galvanize conduit	
10	2" EMT conduit		23	3/4" galv. Conduit	
11	3" EMT conduit		24	1" galv. Conduit	
12	4" EMT conduit		25	2" galv. Conduit	
13	1/2" PVC conduit		26	1 1/2" galv. Conduit	

#2								
#2	1	EMT Connectors- straight	2	EMT Connectors- angle	3	EMT straps-1 hole	4	EMT Straps-2 Holes
Size	Price		Price		Price		Price	
1/2"								
3/4"								
1"								
1 1/4"								
1 1/2"								
2"								
3"								
4"								
#2	5	PVC Straps - 1 Hole	6	PVC Straps -2 Holes	7	EMT Coupling die cast set screw	8	EMT-Connectors die cast set screw
Size	Price		Price		Price		Price	
1/2"								
3/4"								
1"								
1 1/4"								
1 1/2"								
2"								
3"								
4"								
#2	9	EMT Couplings steel cast set screw	10	EMT Connectors steel cast set screw	11	EMT Couplings compressing tight	12	EMT Connectors compressing tight
Size	Price		Price		Price		Price	
1/2"								
3/4"								
1"								
1 1/4"								
1 1/2"								
2"								
3"								
4"								

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#2	13	Aluminum LB condulets w/ covers & gasket	14	Malleable Iron conduit w/cover & gasket	15	Galvanized conduit w/cover & gaskets	16	Greenfield flx connectors straight
Size		Price		Price		Price		Price
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								
#2	17	Greenfield flx connectors-angle	18	Sealtight flex connectors straight	19	Sealtight flex connectors angle	20	Sealtight
Size		Price		Price		Price		Price
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								
#2	21	Greenfield						
Size		Price						
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

# 3				
	DESCRIPTION	PRICE		PRICE
1	¼ anchor bits-complete kits		34	#1 thhn wire stranded and solid
2	3/8 anchor bits- complete kits		35	#8 thhn wire stranded and solid
3	½" anchor bits- complete kits		36	#6 thhn wire stranded and solid
4	¾" anchor bits-complete kits		37	120 volt photocells
5	20 amp toggle switches		38	Galvanize spray
6	20 amp duplex receptacle		39	100 watt light bulbs
7	15 amp toggles switches		40	100 watt lamps
8	15 amp duplex receptacle		41	2x4 lamp lens
9	20 amp gfi duplex receptacle		42	2x2 lamps lens
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground		43	¼ plastic anchor kits
11	20 amp 1 pole breakers snap on bolt on		44	8" cable ties
12	30 amp 1 pole breakers snap on bolt on		45	10" cable ties
13	40 amp 1 pole breakers snap on bolt on		46	12" cable ties
14	50 amp 1 pole breakers snap on bolt on		47	Plastic rings
15	60 amp 1 pole breakers snap on bolt on		48	Extension rings
16	20 amp 2 pole breakers snap on bolt on		49	Weatherproof covers 1 gang
17	30 amp 2 pole breakers snap on bolt on		50	Weatherproof covers 2 gang
18	40 amp 2 pole breakers snap on bolt on		51	4 sq. boxes EMT, PVC & Cast iron
19	50 amp 2 pole breakers snap on bolt on		52	240v 1 phase load center 30 circuit
20	60 amp 2 pole breakers snap on bolt on		53	120v 1 phase load center 42 circuit
21	20 amp 3 pole breakers snap on bolt on		54	Toggle switch plates
22	30 amp 3 pole breakers snap on bolt on		55	Toggle 2 gang plates
23	40 amp 3 pole breakers snap on bolt on		56	Receptacle plates 1 gang
24	50 amp 3 pole breakers snap on bolt on		57	Receptacle plates 2 gang
25	60 amp 3 pole breakers snap on bolt on		58	Lo Amp 3 way switches
26	500 mcm thhn wire		59	150 watt/175watt/150 watt high base bulbs
27	350 mcm thhn wire		60	4x4 Industrial Covers
28	300 mcm thhn wire		61	4x4 Industrial Quad outlet covers
29	250 mcm thhn wire		62	4x4 Industrial Single Pole switch
30	#3 mcm thhn wire		63	4x4 Industrial 2 Pole switch
31	#2 mcm thhn wire		64	4x4 Industrial 1 Device Cover
32	#10 thhn wire stranded		65	20 AMP-twist lock outlets; 30 AMP-twist lock outlet
33	#4 thhn wire stranded and solid		66	20 AMP-Male Adapters (for Outlet)
34	#12 thhn wire stranded and solid		67	20 AMP-Female Adapters

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

- 1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

- 2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"
INSURANCE REQUIREMENTS

**HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL
HVAC EQUIPMENT"**

RFB: 2010-138-08-04-MEG

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY <input type="checkbox"/> GENT AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ MEDICAL (Any one person) \$ PERSONAL AND ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per acc ident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> W/ STATE <input type="checkbox"/> OTHER TURY LIMITS
	OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE (EA EMPLOYEE) \$ E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE
--	-------------------------------------	--

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"
CIQ FORM

**HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL
HVAC EQUIPMENT"**

RFB: 2010-138-08-04-MEG

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

VENDOR'S APPLICATION
&
W-9 FORM

**HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL
HVAC EQUIPMENT"**

RFB: 2010-138-08-04-MEG

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? Yes No

If yes, by whom? Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
_ _ - _ - _ _
OR
Employer identification number
_ _ _ - _ _ _ _

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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***

**HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL
HVAC EQUIPMENT"**

RFB: 2010-138-08-04-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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT
County Of Hidalgo

JULY 20, 2010

RE: **ADDENDUM NO. 1**
FOR RFB No: 2010-138-08-04-MEG
“SERVICE AND REPAIRS OF
CHILLERS AND GENERAL HVAC
EQUIPMENT”-HIDALGO COUNTY
FACILITIES MANAGEMENT

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **“HIDALGO COUNTY FACILITIES MANAGEMENT”** Request for Bids for **“SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT”**.


Please add this **ADDENDUM NO. 1** to your BID so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **“SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT-HIDALGO COUNTY FACILITIES MANAGEMENT”**.

Thank you for your prompt attention to this matter.


BY: _____
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/meg
Enclosures

ADDENDUM NO. 1

JULY 20, 2010

**HIDALGO COUNTY FACILITIES MANAGEMENT
“SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC
EQUIPMENT”**

RFB NO. 2010-138-08-04-MEG

BID Opening Date:
AUGUST 04, 2010

PLEASE NOTE THE FOLLOWING **CHANGES** FOR **RFB NO: 2010-138-08-04-MEG**

1. **Omit Exhibit “B” RFB No.: 2010-136-08-04-MEG**, 4 of 4 pages and replace with correct Exhibit “B”, page 2 of 2 **RFB No.: 2010-138-08-04-MEG.**

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, JULY 20, 2010 for RFB NO.: 2010-138-08-04-MEG- Hidalgo
County Facilities Management –“SERVICE AND REPAIRS OF CHILLERS AND
GENERAL HVAC EQUIPMENT”

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN
ORDER TO COMPLETE YOUR REQUEST FOR BID PACKET.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

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 Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

<p>A.) NORMAL BUSINESS HOURS:</p> <p>1.) Technician: _____</p> <p>2.) Assistant: _____</p>	<p>B.) AFTER HOURS: (Weekends & Holidays)</p> <p>1.) Technician: _____</p> <p>2.) Assistant: _____</p>
<p>C.) PARTS: Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract</p> <p>1.) Cost plus _____ %</p>	<p>D.) LIST ALL WARRANTIES:</p> <p>1.) All: _____</p> <p>_____</p>
<p>E.) TIME OF RESPONSE</p> <p>1.) Chiller's within _____ (hrs.)</p>	

SERVICING GENERAL HVAC EQUIPMENT

<p>A.) NORMAL BUSINESS HOURS</p> <p>1.) Technician: _____</p> <p>2.) Assistant: _____</p>	<p>B.) AFTER HOURS (Weekends & Holidays)</p> <p>1.) Technician: _____</p> <p>2.) Assistant: _____</p>
<p>C.) PARTS Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract</p> <p>1.) Cost plus _____ %</p>	<p>D.) LIST ALL WARRANTIES</p> <p>1.) All: _____</p> <p>_____</p>
<p>E.) TIME OF RESPONSE</p> <p>1.) General Equipment within _____ (hrs.)</p>	<p>F.) EMERGENCY EQUIPMENT</p> <p>1.) Portable Chiller (per day) _____</p> <p style="padding-left: 100px;">(per week) _____</p> <p style="padding-left: 100px;">(per month) _____</p> <p>2.) Hourly Rate: _____</p> <p>3.) Set-up time & removal: _____</p> <p>_____</p>

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

BIDDERS/COMPANYNAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE No. _____ FAX No. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

E-MAIL ADDRESS: _____

EXHIBIT “B”

Bid Page

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

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 Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS	
A.) NORMAL BUSINESS HOURS: 1.) Technician: <u>67.00</u> 2.) Assistant: <u>55.00</u>	B.) AFTER HOURS: (Weekends & Holidays) 1.) Technician: <u>100.50</u> 2.) Assistant: <u>82.50</u>
C.) PARTS: <small>Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract</small> 1.) Cost plus <u>35 %</u>	D.) LIST ALL WARRANTIES: 1.) All: <u>all parts 1-year</u> <u>all labor 30 days</u>
E.) TIME OF RESPONSE 1.) Chiller's within <u>2</u> (hrs.)	
SERVICING GENERAL HVAC EQUIPMENT	
A.) NORMAL BUSINESS HOURS 1.) Technician: <u>67.00</u> 2.) Assistant: <u>55.00</u>	B.) AFTER HOURS (Weekends & Holidays) 1.) Technician: <u>100.50</u> 2.) Assistant: <u>82.50</u>
C.) PARTS <small>Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract</small> 1.) Cost plus <u>35 %</u>	D.) LIST ALL WARRANTIES 1.) All: <u>all parts 1-year</u> <u>all labor 30 days</u>
E.) TIME OF RESPONSE 1.) General Equipment within <u>2</u> (hrs.)	F.) EMERGENCY EQUIPMENT 1.) Portable Chiller (per day) <u>356.00</u> (per week) <u>2394.00</u> (per month) <u>7448.00</u> 2.) Hourly Rate: <u>67.00</u> 3.) Set-up time & removal: <u>one day each</u> <u>for set up and removal times</u> <u>2 technicians</u>

9:55 am
8-04-2010

A

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT

"Service and Repairs of Chillers & General HVAC Equipment"

Bid No. 2010-138-08-04-MEG

BIDDERS/COMPANYNAME: EPHVAC

ADDRESS: 2130 Wellspring Dr.

CITY: Beaumont STATE: TX. ZIP CODE 77705

PHONE No. 409-722-8670 FAX No. 409-722-8893

SIGNATURE OF AUTHORIZED PERSON: Felix J. Word

PRINTED NAME: Felix J. Word TITLE: Service Supervisor

E-MAIL ADDRESS: Felix.Word@ephvac.us

EXHIBIT “C”
Certificate of Insurance

DATE (MM/DD/YY)

PRODUCER
LED FORD INSURANCE AGENCY, L.L.C.
P. O. BOX 157
BROOKSHIRE, TX. 77423

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
EP HVAC US, INC.
2130 WELLSRING DRIVE
BEAUMONT, TX. 77705

INSURER A: LEXINGTON INSURANCE COMPANY
INSURER B: U.S. FIRE INSURANCE COMPANY
INSURER C: LEXINGTON INSURANCE COMPANY
INSURER D: GRANITE STATE INSURANCE COMPANY
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	4052467	01-15-09	01-15-11	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT. PROT <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				INCLUDES BLANKET WAIVER OF SUBROGATION & BLANKET ADDITIONAL INSUREDS PER WRITTEN AGREEMENT; IN REM; GULF OF MEXICO & 60 DAYS NOTICE OF ANY MATERIAL CHANGE.	FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/ AGG \$2,000,000	
B	AUTOMOBILE LIABILITY	1337272758	01-15-09	01-15-11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				INCLUDES BLANKET WAIVER OF SUBROGATION AND ADDITIONAL INSUREDS PER WRITTEN AGREEMENT: 30 DAYS NOTICE OF ANY MATERIAL CHANGE.	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$	
C	EXCESS LIABILITY	1945174	01-15-09	01-15-11	EACH OCCURRENCE	\$4,000,000	
	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				FOLLOWING FORM OF ALL PRIMARY COVERAGES.	AGGREGATE \$4,000,000 \$ \$ \$	
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	WC1082621	01-15-09	01-15-11	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	EA EACH ACCIDENT	\$1,000,000
	OTHER				INCLUDES BLANKET WAIVER OF SUBROGATION IN REM, GULF OF MEXICO EXTENSION, U.S.L.&H., MARITIME AND 30 DAYS NOTICE OF ANY MATERIAL CHANGE.	E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER
Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *John R. Ledford*

AI-26936

24.F.2.

**Authority to Pay Invoice-Rio Grande Concrete Accessories and Supplies
CC REGULAR**

Date: 06/14/2011

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Approval of a correction to PO#646941 (increase of \$0.80) and acceptance of Invoice #0299244-IN-\$2,945.80 dated 10-07-10 from Rio Grande Concrete Accessories as requested by County Auditor as a prerequisite to process invoice including authority for County Treasurer to issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 11-419-40-220-001-0-748

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Backup1_646941](#)

Link: [Backup2_646941](#)

Link: [Backup3_646941](#)

Link: [Backup4_646941](#)

Link: [Backup5_646941](#)

Link: [Backup6_646941](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/03/2011 04:06 PM	APRV
2	Budget & Management	Erika Zamora	06/06/2011 08:26 AM	APRV
3	Olga Garza	Olga Garza	06/08/2011 01:57 PM	APRV
4	Purchasing Department (Originator)	Marty Salazar	06/08/2011 02:51 PM	APRV
5	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Marty Salazar

Started On: 06/03/2011 02:42 PM

Final Approval Date: 06/10/2011



Purchase Order

COUNTY OF HIDALGO

PO#: 646941

DATE: 10/07/10

Page No 1 Of 1
Needed 09-29-10

VENDOR: 311332 REQ:00182896
 FAX (956)702-4437 Email:
 Phone: (956)702-4434
 RIO GRANDE CONCRETE ACCESSORIES & SUPPLI
 P.O. BOX 5178
 MCALEN TX 78502

BUYER:
 SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
 3100 S. BUSINESS HWY 281
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: FACILITIES MANAGEMENT

Special Instructions:

Contract No:

REQ # 1124

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER		
		ASSET #52022 STEEL DRUM CONCRETE MIXER WITH TOWBAR AND TRAILER 240GX HONDA MOTOR W/O # 10-2499	2,945.00	2,945.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,945.00

		For Hidalgo County use only		
		0-1100-419-40-220-001-0-748	2,945.00	
		Approved _____		

RECEIVED BY
 COUNTY AUDITOR
 CONTACT TEL: 952

Authorized by: _____

Martina L. Salazar



Quotation

921 E PECAN BLVD
 MCALLEN, TX 78501
 Ph : (956) 682-6321
 Fax: (956) 682-9121

Sold To
 HIDALGO CNTY BLDG & GROUNDS
 100 E CANO ST
 EDINBURG TX 78539-4548

Bill To
 HIDALGO CNTY BLDG & GROUNDS
 PO BOX 1356
 EDINBURG TX 78540-1356

Ship To
 HIDALGO CNTY BLDG & GROUNDS
 100 E CANO ST
 EDINBURG TX 78539-4548

Information	
Grainger Quote Number	2011610116
Validity Start Date	09/28/2010
Validity End Date	10/28/2010
Document Print Date	09/28/2010
Previous Document Number	
Creation Date	09/28/2010
Grainger EIN Number	36-1150280
PO #	QUOTE
PO Create Date	
PO Release #	
Customer Number	835722240
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	ROGELIO SALINAS
Telephone Number	9562897851
Grainger Contact Name	John - BR2JLG
Grainger Contact Phone	
Grainger Contact Fax	
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:
 Incoterms: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier:
 Payment Terms: Net 30 days after invoice date

Special Instructions: TMXAS 2-539030 Contract Pricing

Item	Material	Description	Quantity	Unit	Price	Total USD
PO-Line						
10	2AAA5	Tow Behind Concrete Mixer 15 Cu-Ft	1.00	EA	5,467.57	5,467.57
Sub Total						5,467.57
Total Amount						\$ 5,467.57

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.
 These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

QUOTE

Store 0516 N MCALLEN
801 TRENTON ROAD
MCALLEN, TX 78504

Phone: (956) 668-8783
Salesperson: EXR944
Reviewer:

Name

SOLD TO

HIDALGO COUNTY BUILDING CONT# 05091

Home Phone

(956) 318-2646

Address 101 E.CANO US COMMUNITY

Work Phone (956) 318-2646

Company Name

City EDINBURG

Job Description MIXER

State TX

Zip 78539

County HIDALGO

2010-09-28 15:42
Prices Valid Thru: 10/05/2010

QUOTE

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 515-664 Customer Pickup / Will Call

TR S/O MTA DIST D22 REF # S01

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE / EACH	EXTENSION
S0101	717-655	1.00	EA	95CM-8H 15.1CU FT / 95CM-8H 15.1CU FT	N	\$3,800.56	\$3,800.56
S0102	380-966	1.00	EA	H3LA BALL HITCH / H3LA BALL HITCH	N	\$60.47	\$60.47
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise					MERCHANDISE TOTAL: \$3,861.03		
					END OF CUSTOMER PICKUP - REF #W02		

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	\$3,861.03
SALES TAX	\$0.00
TOTAL	\$3,861.03
BALANCE DUE	\$3,861.03

END OF ORDER No. 0516-85049

FOR WILL CALL TERMS AND CONDITIONS

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area (Pro Customers, proceed to the Pro Desk).

*** CONTINUED ON NEXT PAGE ***

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)



QUOTE

Store 0516 N MCALLEN
801 TRENTON ROAD
MCALLEN, TX 78504

Phone: (956) 668-8783
Salesperson: JIMCABD
Reviewer:

Home Phone
(956) 318-2646

QUOTE

SOLD TO

Name
HIDALGO COUNTY BUILDING CONT# 05091
Address 101 E.CANO US COMMUNITY
City EDINBURG
State TX
Work Phone (956) 318-2646
Company Name
Job Description CEMENT MIXER SAUL RAMOS
County HIDALGO
Zip 78539

Page 1 of 2 **NO. 0516-89874**
2011-02-15 08:48
Prices Valid Thru: 02/22/2011

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers.

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0101	717-655	1.00	EA	655PM8H-24534-6 / 655PM8H-24534-6 CU.FT. / MODEL 655PM8H-24534 VENDOR 60042719-MOTAR MIXER 6 CU.FT.	N	\$3,239.12	\$3,239.12
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							END OF CUSTOMER PICKUP - REF #W02
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							END OF CUSTOMER PICKUP - REF #W02

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	\$3,239.12
SALES TAX	\$0.00
TOTAL	\$3,239.12
BALANCE DUE	\$3,239.12

TERMS AND CONDITIONS

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pickup, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

*** CONTINUED ON NEXT PAGE ***

NOT VALID FOR MERCHANDISE

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)



Quotation

921 E PECAN BLVD
 MCALLEN, TX 78501
 Ph : (956) 682-6321
 Fax: (956) 682-9121

Sold To
 HIDALGO CNTY BLDG & GROUNDS
 100 E CANO ST
 EDINBURG TX 78539-4548

Bill To
 HIDALGO CNTY BLDG & GROUNDS
 PO BOX 1356
 EDINBURG TX 78540-1356

Ship To
 HIDALGO CNTY BLDG & GROUNDS
 100 E CANO ST
 EDINBURG TX 78539-4548

We will deliver according to the following terms and conditions:
 Incoterms: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier:
 Payment Terms: Net 30 days after invoice date

Special Instructions: TMXAS 2-539030 Contract Pricing

Information	
Grainger Quote Number	2012458367
Validity Start Date	02/15/2011
Validity End Date	03/15/2011
Document Print Date	02/15/2011
Previous Document Number	
Creation Date	02/15/2011
Grainger EIN Number	36-1150280
PO #	QUOTE
PO Create Date	
PO Release #	
Customer Number	835722240
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	SAUL RAMOS
Telephone Number	9562897851
Grainger Contact Name	John - BR2JLG
Grainger Contact Phone	
Grainger Contact Fax	
Page	1 / 2

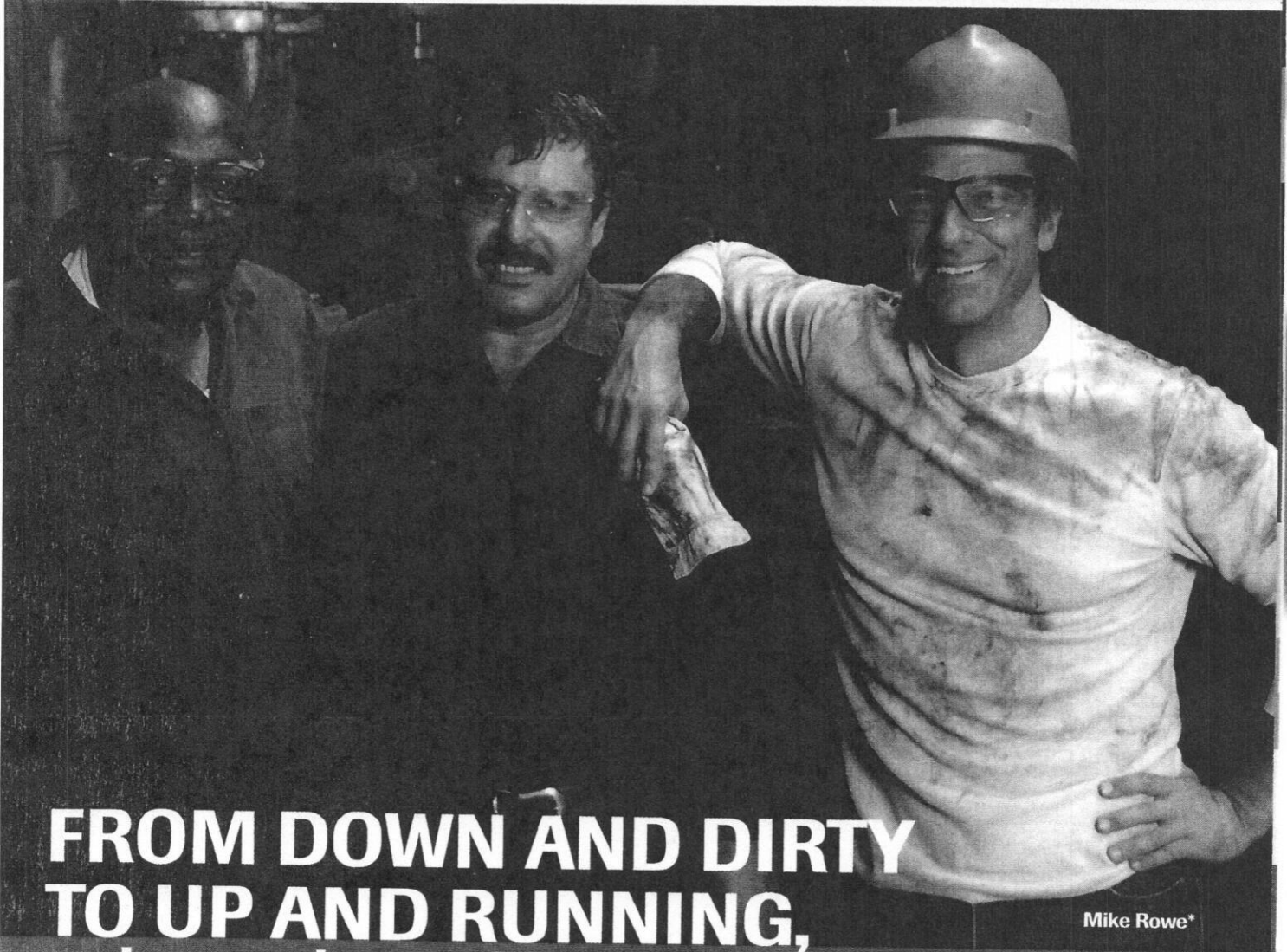
Freight Forwarder

*2nd Quote For
 the same size
 machine - Also
 Higher -*

Item	Material	Description	Quantity	Unit	Price	SD
10	2AAA1	Tow Behind Concrete Mixer 6 1/3 Cu-Ft	1.00	EA	2,957.64	2,957.64
10						
Sub Total						2,957.64
Total Amount						\$ 2,957.64

GRAINGER®

FOR THE ONES WHO GET IT DONE



Mike Rowe*

**FROM DOWN AND DIRTY
TO UP AND RUNNING,**
we've got the products you need to get it done.

Branch listings on pages A3-A8.

Catalog No.

400

**Mike Rowe, creator and host of Discovery Channel's "Dirty Jobs."*

2009-2010

grainger.com

OUTDOOR EQUIPMENT

Drum Mixers & Reusable Concrete Mixing Bag



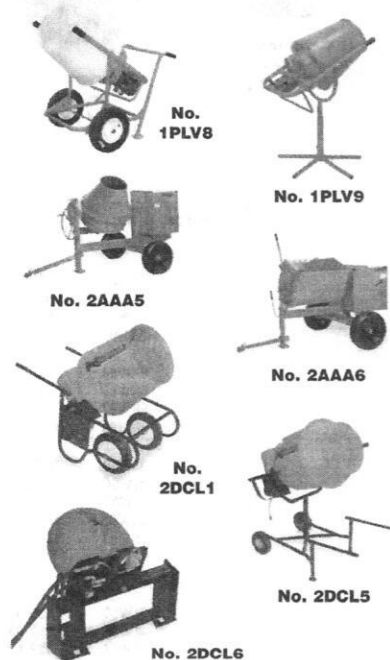
Concrete Mixers

CANOGA MIXERS

10-ga. steel drum has 1/4" steel bottom and 3/8" steel reinforcing ring. Drum has two paddles with two blades each and three open-type bowl gussets. Tow-tongue includes 2" cast-iron ball hitch.

Wheelbarrow Mixer No. 1PLV8

Rigid tubular steel frame with tilting drum. Heavy-duty poly drum is driven by a stressproof steel shaft and gear assembly. Easy to clean. Will not rust or corrode. Dual handle design features fixed handles in front for pouring and rear handles for transporting. 8 x 4" semipneumatic tires ease mobility.



Upright Utility Mixer No. 1PLV9

Rigid tubular steel frame with tilting drum and adjustable center stand. 14-gauge steel drum is driven by a stressproof steel shaft and gear assembly.

No. 1PLW1

10-position. Features welded steel frame and rigid suspension. Simple dump mechanism is easy to use and provides control when discharging material.

Nos. 2AAA1 and 2AAA2

10-position. Features welded steel frame and torsion bar suspension. Simple dump mechanism is easy to use and provides control when discharging material. 5 x 13" pneumatic wheels.

Nos. 2AAA3 and 2AAA4

58-position. Features welded steel frame and torsion bar suspension. Cast-steel-pinion gear enhances wear and durability. Dump gear improves control when discharging material. 5 x 13" pneumatic wheels.

No. 2AAA5

49-position. Features welded structural tubing, channel frame, and cast steel pinion gear. Geared dump system provides better control. Gravity latch secures drum position. 5 x 13" pneumatic wheels with torsion bar suspension.

Mortar/Plaster Mixer

Structural tubing and channel frame. 10-gauge steel drum has 1/4 and 3/8" steel plates. Drum has heavy-duty adjustable steel paddles and tilts backward for easy cleaning. Tow-tongue includes 2" cast-iron ball hitch and heavy-duty safety chain. 5 x 13" pneumatic wheels with torsion bar suspension.

KUSHLAN MIXERS

Wheelbarrow Mixers

Impact-resistant, 3/8"-thick, polyethylene drum has a welded steel frame. Two-wheel design

features flat-free tires. Drum is easy to clean, and is dent-, crack-, and rust-resistant.

No. 2DCL1

Holds two 80-lb. bags of premix concrete.

No. 2DCL2

Holds four 80-lb. bags of premix concrete.

No. 2DCL3

Combination mixer includes easily-detachable legs. Holds two 80-lb. bags of premix concrete.

Pedestal Mixers

Mixers can swivel 360° and can be discharged in any direction. Drums are adjustable to the correct angle for any particular mix.

No. 2DCL4

Welded steel frame can be easily broken down into four components and reassembled onsite. Quad base design provides stability. Drum holds two 80-lb. bags of premix concrete.

No. 2DCL5

Removable liner is made of FDA-approved polyethylene material, has a snap-on lid, and includes no metal parts. Stand can be separated into three component parts without using tools. Drum is recommended for loads of 200 lbs. or less.

No. 2DCL7

Stand can be separated into three component parts without using tools. Drum holds ten bags of premix concrete, and is driven by a 20-to-1 gear box with a chain sprocket drive system.

Skid/Bobcat Mixer No. 2DCL6

Attaches to a skid loader to transport concrete over long distances. Accommodates 3 1/2 cu. ft. of concrete. Impact-resistant 3/8"-thick, polyethylene drum. Variable flow control allows the drum to turn at 5 to 30 rpm, powered by a 0-to-30 GPM at 3000 psi hydraulic pump. Includes 5-ft. hoses with a 1/2" pipe thread on one end.

Description	Size (Cu.-Ft.)	Drum Dia.	Drum Opening	Drum Gauge	Power Options	Overall Dim. (In.) L W H	Axle Type	Mfr. Model	Item No.	\$ Each	Shpg. Wt.
Canoga Concrete Mixers											
Wheelbarrow Style Mixer	4	22	15	14	1/3 HP Baldor TEFC Motor	34 34 56	—	70P-E	1PLV8	1499.00	200.0
Upright Style Utility Mixer	4	22	15	14	1/3 HP Baldor TEFC Motor	33 33 43	—	80-E	1PLV9	799.00	235.0
Tow Behind Concrete Mixer	6 1/2	26	16	10	1/2 HP Baldor TEFC Motor	87 47 63	Rigid	100-E	1PLW1	2550.00	625.0
Tow Behind Concrete Mixer	6 1/2	26	16	10	1/2 HP Baldor TEFC Motor	95 62 63	Torsion Bar	113-E	2AAA1	2899.00	735.0
Tow Behind Concrete Mixer	6 1/2	26	16	10	3.5 HP Honda Gas Motor	95 62 63	Torsion Bar	113-GH	2AAA2	3250.00	755.0
Tow Behind Concrete Mixer	8 1/2	26	16	10	1 HP Baldor TEFC Motor	95 62 67	Torsion Bar	193-E	2AAA3	3850.00	865.0
Tow Behind Concrete Mixer	8 1/2	26	16	10	4.8 HP Honda Gas Motor	95 62 67	Torsion Bar	193-GH	2AAA4	4099.00	870.0
Tow Behind Concrete Mixer	15	34	19	10	7.1 HP Honda Gas Motor	131 70 70	Torsion Bar	300-GH	2AAA5	5500.00	1285.0
Tow Behind Mortar/Plaster Mixer	10 1/4	25 x 36	12 x 18	10	7.1 HP Honda Gas Motor (8:1 Reduction)	108 60 61	Torsion Bar	890-GH	2AAA6	4999.00	1140.0
Kushlan Concrete Mixers											
Wheelbarrow Mixer	3 1/2	65	17	1/4"	1/2 HP Motor	50 24 40	Rigid	350WSB	2DCL1	515.00	134.0
Wheelbarrow Mixer	6	85	17 3/4	1/4"	3/4 HP Motor	50 24 46	Rigid	600W	2DCL2	725.00	181.0
Wheelbarrow Mixer w/Stand	3 1/2	65	17	1/4"	1/2 HP Motor	50 24 52	Rigid	350C	2DCL3	595.00	163.0
Pedestal Mixer	3 1/2	65	17	1/4"	1/2 HP Motor	54 3/4 35 3/4 59	Rigid	350P	2DCL4	515.00	152.0
Movable Pedestal Mixer	4 1/2	70	17	1/4"	1/2 HP Motor	57 36 62	Rigid	450GP	2DCL5	815.00	228.0
Movable Pedestal Mixer	10	102	16 3/4	1/4"	3/4 HP Motor	56 42 68	Rigid	1000	2DCL7	1550.00	329.0
Skid/Bobcat Mixer	6	85	17 3/4	1/4"	Hydraulic Pump	45 32 32	—	Skid Steer	2DCL6	1795.00	313.0

Reusable Concrete Mixing Bag



Saves energy, effort, and time required for mixing, pouring, and cleaning up concrete and mortar.

Uses: Any project involving a 40-lb., 60-lb., or 80-lb. bag of ready-mix concrete.



Description	Overall Dim. (In.) L W H	Includes	Mfr. Model	Item No.	\$ Each	Shpg. Wt.
Reusable Concrete Mixing Bag	5 1/2 1 1/4 10 1/2	Cinch Strap	101	1DPB3	7.25	5.3

Blanca Mayorga

From: Bonilla, Richard [Richard_Bonilla@HomeDepot.com]
Sent: Thursday, June 02, 2011 11:34 AM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: Cement Mixer info

Blanca,

The cement mixer we quoted for you back in 09/28/10 was for a 9 cu.ft. machine retailing at \$4125.00 – we did not carry the 6 cu.ft as requested. We do, however carry the 6 cu.ft. now, and it retails for \$3239.00. Let me know if you need anything else.

Respectfully,
Richard Bonilla

Richard Bonilla
Pro Account Representative
The Home Depot
Cell: (469) 867-4761
Fax: (877) 981-1594
richard_bonilla@homedepot.com

This message is confidential and contains proprietary information of The Home Depot. Unauthorized use/disclosure is prohibited.

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Blanca Mayorga

From: Ray Eufrazio [ray.eufrazio@auditor.co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 1:47 PM
To: 'Martha Salazar'; 'Arcy Duran'
Cc: 'Blanca Mayorga'; 'Matilde Faz'; 'Tanya.Delira'; 'Darlene Betancourt'; 'Oscar Garza'; richard.sunday@co.hidalgo.tx.us; 'Daniel Flores'; 'Valde Guerra'
Subject: RE: Backup documentation for PO #646941

As the proper purchasing procedures were not followed, I would process payment if Commissioners Court approves the payment. You can either place an agenda item or I can do same so that the vendor can receive payment as soon as possible. Please advise.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 11:47 AM
To: 'Ray Eufrazio'; 'Arcy Duran'
Cc: 'Blanca Mayorga'; 'Matilde Faz'; 'Tanya.Delira'; 'Darlene Betancourt'; 'Oscar Garza'; richard.sunday@co.hidalgo.tx.us; 'Daniel Flores'
Subject: FW: Backup documentation for PO #646941
Importance: High

Mr. Eufrazio:

Enclosed/attached for your review and comment are the following:

- 1-October-2010-Facilities Management was searching for a 6 cubic foot steel drum concrete mixer w/towbar and trailer (telephone quotes were requested);
 - 2-The two other vendors called offered a larger piece of equipment as they did not have in stock or carry the 6 cubic foot mixer (thus quotes that do not described the requested item); note:
Facilities did not clearly explain the situation related to different offered quotes and technically these vendors did not meet specifications and thus compliant with HCPP&P;
 - 3-We are providing you quotes that are either within the time frame, are considered special orders and thus quote would have been the same at the time, or quotes that did not meet specs.
- Please reconsider the processing of this purchase order and accompanying invoices, as the YTD commodity code expenditures as to date of purchase order was \$2,998.41. We await your response.

Thanks,
Marty Salazar

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 9:17 AM
To: 'Martha Salazar'
Subject: Backup documentation for PO #646941

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

- 2.01 A centralized purchasing program has been established in the County to achieve The objectives listed as follows:
- 2.01.01 To obtain goods and services at the best price possible.
 - 2.01.02 To obtain goods and services best suited to the particular needs of the County.
 - 2.01.03 To ensure the timely delivery and adequate availability of goods and services.
 - 2.01.04 To ensure that purchases conform to state law, County policies, the County budget any payment ability.
 - 2.01.05 To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.
 - 2.01.06 To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. PURCHASING CODE OF ETHICS

3.01 **Statement of Purchasing Policy.** Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

- 8.01.05 The Purchasing Department shall periodically review purchases made under this procedure for repetitive; component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.
- 8.02. **Non-Delegated Purchases Not Exceeding \$5,000.00**
- 8.02.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with verbal or telephone quotations from such supplies. Vendors who are located throughout the County and state should be contacted.
- 8.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.
- 8.02.03 Purchasing verifies the Requisition, approves same, and after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.
- 8.02.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.
- 8.0205 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.
- 8.03. **Purchases Between \$5,000.01 and \$25,000.00. (Revision to the \$15,000.00 Statutory Bidding Limited was enacted to \$25,000.00 pursuant to Senate Bill 1669, Article 7.01, effective September 01, 1999.)**
- 8.03.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.
- 8.03.02 The Requisition is processed in the normal manner and submitted to Purchasing.
- 8.03.03 Purchasing verifies the Requisition, approves same, and, after obtaining approval or the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.
- 8.03.04 If the Requisition is disapproved for any reason, the Requisition is returned to the User with a written reason for the disapproval.
- 8.03.05 The Purchasing Agent shall establish policies requiring the random verification of Written quotation, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.
- 8.04 **Information Contained in Quotes.** For all oral or written quotations obtained; the following information must be exchanged between the vendor and the County;
- 8.04.01 Information related to the prospective vendor should include a description of the Item (or items), the quantity required (in standardized units, if applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.
- 8.04.02 Information obtained for the prospective vendor must include the name, address



213 E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W US 83
Penitas, TX 78576
(956) 581-4432

Please remit payment to:
Rio Grande Concrete Accessories & Supplies, LTD.
P O Box 5178
McAllen, TX 78502

Invoice Number: 0299244-IN

Invoice Date: 10/8/2010

Page: 1

Sold To: HIDALGO COUNTY BUILDINGS & G.
P.O. BOX 1356
EDINBURG, TX 78539

Ship To: FACILITIES MANAGMENT DEP.
3100 S. BUSINESS HWY 281
EDINBURG, TX 78539

Ship via..... PICKUP
Salesperson 11H
Ship Date 10/8/2010
Due Date 11/7/2010
Terms 30 Days

Customer ID..... H8176
P.O. Number 646941
P.O. Date
Clerk JO
Sales Code

Item I.D.	Description	Ordered	Shipped	Unit	Price	Net	WH
EC-62S-H8	6 CF CONCRETE MIXER STL DRUM	&1.00	1.00	EA	2,945.800	2,945.80	001
SN# 12851150							

Subtotal: 2,945.80
Sales Tax: 0.00
Less Deposit: 0.00
Net Invoice: 2,945.80

**Approval Invoice/Proposal for Action
CC REGULAR**

Date: 06/14/2011
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

- a. Acceptance and approval to pay Invoice #15126 (PO #657755) as submitted by Separation Systems Consultants, Inc. (SSCI) awarded vendor with TCPN Contract #R4747 (authorized for use-CC March 29, 2011) in connection with: Survey Testing to "New Autopsy Facility" and as required by the City of Edinburg;
- b. Pursuant to findings by SSCI, acceptance & approval of proposal submitted for the preparation of Scope of Work, Monitoring and Testing an estimated amount of \$1,214.00.

BACKGROUND

Proposed survey is required by the City of Edinburg, before issuance of required permit for the proposed Repairs & Renovations to the "New Autopsy Facility " aka Project # 2011-039-OGG.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available funds in the amount of \$586,887.12 as of 6/9/11.

Attachments

Link: [11-039](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2011 03:55 PM	APRV
2	Budget & Management	Erika Zamora	06/09/2011 04:05 PM	APRV
3	Olga Garza	Olga Garza	06/09/2011 05:17 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	PEND

Form Started By: Oscar Garza Started On: 06/08/2011 03:58 PM

Final Approval Date: 06/10/2011

From: [Monica Badillo](mailto:Monica.Badillo@co.hidalgo.tx.us)
To: "[Oscar Garza](mailto:Oscar.Garza@co.hidalgo.tx.us)"
Cc: valde.guerra@co.hidalgo.tx.us; sergio.cruz@co.hidalgo.tx.us; roy.cazares@da.co.hidalgo.tx.us; [Martha Salazar](mailto:Martha.Salazar@co.hidalgo.tx.us); "[Roy Quintanilha](mailto:Roy.Quintanilha@co.hidalgo.tx.us)"
Subject: RE: Autopsy Facility Analysis Report & Tabulation Comparison
Date: Friday, April 29, 2011 5:09:46 PM

Valde advised me that you may proceed with the Air Quality Testing Project.
Thanks,

*Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)*

From: Oscar Garza [<mailto:oscarg.garza@co.hidalgo.tx.us>]
Sent: Tuesday, April 26, 2011 4:54 PM
To: 'Monica Badillo'
Subject: FW: Autopsy Facility Analysis Report & Tabulation Comparison

Monica, FYI

Should you have any questions, please let me know.

Thank you!



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

From: Oscar Garza [<mailto:oscarg.garza@co.hidalgo.tx.us>]
Sent: Tuesday, April 26, 2011 3:04 PM
To: 'valde.guerra@co.hidalgo.tx.us'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Sergio Cruz'; 'Roy Quintanilha'; 'Richard Sunday'; 'roy.cazares@da.co.hidalgo.tx.us'
Subject: FW: Autopsy Facility Analysis Report & Tabulation Comparison

Mr. Guerra,
Requesting your review and approval to continue with Quality Testing, followed by placing item on CC for approval to award CAS Companies.

Should you have any questions, please let me know.

Thank you!



Oscar Garza, Procurement Specialist
2802 So. Bus. Hwy 281
Postal Mailing Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us



Purchase Order

COUNTY OF HIDALGO

PO#: 657755

DATE: 05/18/11

Page No 1 Of 1
Needed 05-17-11

VENDOR: 370053 REQ:00195735
 FAX (281)486-7415 Email:
 Phone:(281)486-1943
 SEPARATION SYSTEMS CONSULTANTS, INC.
 17041 EL CAMINO REAL, SUITE 200
 HOUSTON TX 77058

BUYER:
 SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
 3100 S. BUSINESS HWY 281
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: FACILITIES MANAGEMENT
 Contract No: TCPN R4747

Special Instructions:

REQ 459

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TCPN R4747		
1		CO ASBESTOS & MOLD SURVEY AT NEW COUNTY MORGUE BLDG	.00	.00
4	EACH	CO TCPN SCHEDULE RATES-PROJECT MANAGER @104.40HR	104.40	417.60
20	EACH	CO ASBESTOS INSPECTOR @82.80	82.80	1,656.00
4	EACH	CO WORD PROCESSOR @ 52.20HR	52.20	208.80
40	EACH	CO ASBESTOS, PLM BULK SAMPLES @ 11.70EA	11.70	468.00
5	EACH	CO MOLD, WIPE SAMPLES @ 45.00EA	45.00	225.00
1	EACH	CO OFF-SCHEDULE REIMBURSEABLE EXPENSE--AIR FARE	400.00	400.00
1	EACH	CO RENTAL CAR	75.00	75.00
1	EACH	CO EQUIPMENT SHIPPING	180.00	180.00
1	EACH	CO PER-DIEM-LODGING @90.00DAY	90.00	90.00
1	EACH	CO PER-DIEM-FOOD @ 50.00DAY	50.00	50.00
50		CO PERSONAL VEHICLE @ 0.51MILE	.51	25.50
25	EACH	CO MOLD WIPE SAMPLES @45.00EA (TCPN SCHEDULE RATE)	45.00	1,125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		4,920.90

		For Hidalgo County use only		
		1-1100-419-40-220-001-0-431	4,920.90	
		Approved _____		

Authorized by: _____

Martha R. Salazar mlr



Corporate Headquarters
 17041 El Camino Real
 Suite 200
 Houston, TX 77058-2629
 Voice: (281) 486-1943
 Fax: (281) 486-7415

Southeastern Region
 1244 Barrow Street
 Suite 111
 Houma, LA 70360
 Voice: (504) 876-4080
 Fax: (504) 876-4088

Southwestern Region
 311 N. Market Street
 Suite 300
 Dallas, TX 75202-1888
 Voice: (214) 672-9383
 Fax: (214) 672-9384

(ENR) 76-0192206

***** INVOICE *****

TO: County of Hidalgo, Buildings and Grounds
 3100 S. Business Hwy 281
 Edinburg, TX 78539
 Attn: Oscar Garza

INVOICE NO. 15126
 INVOICE DATE: May 31, 2011
 TERMS: n/30

SSCI PROJECT NO.: 45056
 DESCRIPTION: Asbestos and Mold Survey
 REFERENCE: New County Morgue Building

SERVICE			AMOUNT
PO # 657755			
TCPN Contract #R4747			
Project Manager	\$104.40 ✓	4	\$417.60
Asbestos Inspector	\$82.80 ✓	26	\$2,152.80
Word Processor	\$52.20 ✓	4	\$208.80
Asbestos, PLM Bulk Samples	\$11.70 ✓	38	\$444.60
Mold, Wipe Samples	\$45.00 ✓	1	\$45.00
Mold, Air Samples	\$45.00 ✓	22	\$990.00
Off Schedule (Reciepts attached)			
Air Fare ✓	\$361.90 ✓	1	\$361.90
Rental Car ✓	\$61.78 ✓	1	\$61.78
Rental Car, Fuel	\$23.02	1	\$23.02
Equipment Shipping ✓	\$0.00 ✓	1	\$0.00
Per diem, Lodging	\$67.79 ✓	1	\$67.79
Per diem, Food	\$37.80 ✓	1	\$37.80
Personal Vehicle	\$0.51 ✓	50	\$25.50

WE ACCEPT MASTER CARD AND VISA

SUBTOTAL \$4,836.59

INVOICE TOTAL \$4,836.59

PLEASE REMIT PAYMENT TO: SSCI
 17041 EL CAMINO REAL, SUITE 200 HOUSTON, TX 77058

TERMS: NET 10 DAYS
 1 ½ % INTEREST PER MONTH ON UNPAID BALANCE

DATE 5/19/11
TIME 8:12PM

5/19 DALES
~~DALES~~
Dinner
Edinburg

NAME: SCHMANN
AMOUNT: 16.63
TAX: 1.07

TOTAL: 17.70

16.66

PLEASE PRINT NAME AND ADDRESS
\$1.00 per year for the purchase of
the 2011-2012 Yearbook
Please contact the Student Survey
Department for more information

NAME: SCHMANN
ADDRESS: 1234567890
CITY: EDINBURG TX 78541

PHONE: 361-555-1234
EMAIL: schmann@ednet.edu

TOTAL: 18.00

18.
3.
21.00



BY CHOICE HOTELS

COMFORT INN (TX560)

4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 164751

Date: 05/20/11

Page: 1 of 1

Room: 207 BAR

Arrival Date: 05/19/11 16:39

Departure Date: 05/20/11 07:28

Frequent Traveler ID:

You were checked out by: JJ1

You were checked in by: AB

NEIDIGK, DALE

1543 VIRGIE COMMUNITY
MAGNOLIA, TX 77354 US
lexstarlabs@rocketmail.com

Post Date	Description	Comment	Amount
05/19/11	ROOM CHARGE	#207 NEIDIGK, DALE	59.99
05/19/11	STATE TAX	STATE TAX	3.60
05/19/11	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
05/20/11	VISA PAYMENT	VISA PAYMENT Acct: *****4489	-67.79
Balance Due:			0.00

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____



BY CHOICE HOTELS

COMFORT INN (TX560)

4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 207

Arrival Date: 05/19/11

Departure Date: 05/20/11

Account: TX560 - 164751

Frequent Traveler ID:

Approval Number: 068123

Card Type: VI

Date: 5/20/2011

Card Number: *****4489

Total: 67.79

DALE NEIDIGK

1543 VIRGIE COMMUNITY
MAGNOLIA, TX 77354 US
lexstarlabs@rocketmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.



COMFORT INN (TX560)

4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 164792

Date: 05/21/11

Page: 1 of 1

Room: 101 BAR

Arrival Date: 05/20/11 16:36

Departure Date: 05/21/11 09:40

Frequent Traveler ID:

You were checked out by: AB

You were checked in by: EE1

NEIDIGK DALE
1543 VIRGIE COMMUNITY
MAGNOLIA, TX 77354 US
texstarlabs@rocketmail.com

Post Date	Description	Comment	Amount
05/20/11	ROOM CHARGE	#101 NEIDIGK, DALE	59.99
05/20/11	STATE TAX	STATE TAX	3.60
05/20/11	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
05/21/11	VISA PAYMENT	VISA PAYMENT Acct: *****4489	-67.79
Balance Due:			0.00

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____



COMFORT INN (TX560)

4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 101

Arrival Date: 05/20/11

Departure Date: 05/21/11

Account: TX560 - 164792

Frequent Traveler ID:

Approval Number: 125138

Card Type: VI

Date: 5/21/2011

Card Number: *****4489

Total: 67.79

DALE NEIDIGK
1543 VIRGIE COMMUNITY
MAGNOLIA, TX 77354 US
texstarlabs@rocketmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed

Dale - Rent car

)Return((RA Document 535864735
CAR# 1 0 6 5 5 0 6 1 Car Group B
SIL HOND CIVI 4DR TX CCTH381
NEIDICK, LESTER
Rate 8A/B 1 DY 20 HR
0 MI @ .00 =
20 HR @ 10.95 =
1 DY @ 21.89 =
0 WK @ 153.23 =
MIN 2DY/8A/B 164FN = 43.78
TIME & MILEAGE = 43.78
\$ 3.00/DY CUST FRC CHG + = 6.00
\$ 1.00/DY VLF + = 2.00
Miles-Out 4456 Miles-In 4620 4.30
Miles Driven 164 Fuel In 8/8 56.16
Method of pay = CLUB 5.62
VISA XXXXXXXXXXXX9317 61.78
Total Charges = 61.78
AMOUNT DUE CV USD = 61.78
**CONCESSION RECOVERY FEE

The amount that appears in "Amount Due" has been billed to your VISA Card.
All charges are subject to audit and change if any errors are found.
For local inquiries call 956-430-8690, Thank you for renting from Avis.

2033/BCBC/11141/11:36/0

ISSUED BY AIRLINE ONLY ON
SOUTHWEST AIRLINES

RECEIPT

DATE: 19MAY11 CONFIRMATION NUMBER: W9034 AGENT: e60665 EXPIRATION DATE 16MAY12 TICKET#: 5262174628650

From To	Flt	Dep	Arr	BC	Customer Name	Base	Fees	Total	Estimated Earn Point
HOU	HRL	939	19MAY	115P	Y	318.14	43.76	361.90	3421
HRL	HOU	1991	21MAY	310P	Y	318.14	43.76	361.90	

TICKET TOTAL

Speed Print Solutions

NONTRANSFERABLE

/I XXXXXXXXXXXX4489 1214 Neidig/Scott \$361.90

EP VI AUTH: \$361.90

49-014102

Rapid Rewards points earned are only estimates.
Not a Member? Visit southwest.com and sign up today!

AC-167TH (Rev. 3/11)

Rudy's BBQ
209 W Nolana
Pharr, TX 78577

Host: Estela
125

05/20/2011
12:02 PM
10026

Brisket Cutters Choice	
0.54 lb @ 11.98 per lb	6.47
Potato Salad-SM	1.89
Cole Slaw-SM	1.89
16oz Fountain	1.49
Subtotal	11.74
Tax	0.97
Dine-In Total	12.71
Cash	20.00
Change	7.29

Dale Edinburg

Check us out online.
Your comments matter to us.
www.rudys.com

--- Check Closed ---

Dale - Edinburg

WENDY'S
HOBBY AIRPORT

#0297		OUT
1 BAC&EGG BISCUIT	2.69	
1 MILK	1.09	

SUBTOTAL		3.78
TAX TOTL	.31	
TOTAL		4.09
CASH	5.09	
CHANGE	1.00	
Juana CSHR		
0142 09:58 MAY 19'11		W/S#02 P1

Dale - rent car

WELCOME

TP48570616-001
STRIPES 2203
2426 E LOOP 499
HARLINGEN TX 7855

DATE 05/21/11
TIME 10:22 AM
AUTH# 051578

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 9317
HEIVIGR7C

PUMP PRODUCT PPG
07 UNLD \$3.799

GALLONS TOTAL
6.050 \$23.02

THANK YOU
HAVE A NICE DAY



Environmental and Consulting Services

June 8, 2011

Oscar Garza, Procurement Specialist
2802 South Business Highway 281 & Corner of Canton Road
Edinburg, Texas 78539

Re: Revised Cost Estimate to Address Hazardous Materials Survey Results
New Hidalgo County Autopsy Facility, 3100 South Closner, Edinburg, Texas
TCPN Contract Number R4747 (http://www.tcpn.org/apps/t_vendor_detail.aspx?VID=132)

Dear Mr. Garza:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this revised Cost Estimate to address results obtained through a hazardous materials assessment for the New Hidalgo County Autopsy Facility, 3100 South Closner in Edinburg, Texas. We understand that the County will not be removing or disturbing the 3,500 square feet of asbestos-containing floor tile and mastic. The remaining work required to address the results of the hazardous materials survey includes a mold remediation project which would include:

- Removal of HVAC system ductwork, boots and registers
- Cleaning of HVAC system coils, fans and interior units
- Removal of a closet with visible mold, and cleaning of studs
- Removal of spray-on fire-proof coating on the roof decking
- Removal of carpets
- Cleaning of the facility interior (wipe down and HEPA vacuum)

The cost to prepare the Mold Remediation Protocol is estimated at \$1,200. The Mold Remediation Protocol would be used by the County to obtain Contractor bids to complete the work. SSCI would provide a proposal to provide monitoring and testing during the remediation based on the successful Contractor's specific plan and schedule for completion of the remediation work.

**Separation Systems
Consultants, Inc.**
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
Fax: (281) 486-7415

Mr. Oscar Garza
June 8, 2011
Page 2

We appreciate this opportunity. The attached Cost Proposal includes estimated cost for preparation of the Mold Remediation Protocol.

A reference and link for our TCPN Contract is listed above. A Purchase Order must be made out to Separation Systems Consultants, Inc. (SSCI) and include the reference "Per TCPN Contract", and reference this Proposal. The Purchase Order with attached Proposal must be sent to the TCPN office and SSCI by fax, email, or mail.

If you have questions please do not hesitate to contact me at (281) 486-1943.

Sincerely,

Separation Systems Consultants, Inc.

A handwritten signature in black ink, appearing to read "Douglas W. Jackson", with a long horizontal line extending to the right.

Douglas W. Jackson, C.E.P.
Vice President

**Separation Systems
Consultants, Inc.**
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
Fax: (281) 486-7415

COST PROPOSAL
Hidalgo County New Autopsy Facility
Preparation of
Preparation of Mold Remediation Protocol

TCPN Schedule Rates	Unit Rate	Units	Quantity	Total
Project Manager	\$104.40	HOUR	1	\$104.40
Asbestos Inspector	\$82.80	HOUR	12	\$993.60
Word Processor	\$58.00	HOUR	2	\$116.00
Asbestos, PCM Air Samples	\$12.60	SAMPLE	0	\$0.00
Subtotal				\$1,214.00
Off-Schedule Reimbursable Expense				
Air Fare	\$400.00	COST	0	\$0.00
Rental Car	\$75.00	COST	0	\$0.00
Equipment Shipping	\$180.00	COST	0	\$0.00
Per Diem - Lodging	\$90.00	DAY	0	\$0.00
Per Diem - Food	\$50.00	DAY	0	\$0.00
Personal Vehicle	\$0.51	MILE	0	\$0.00
Subtotal				\$0.00
				\$1,214.00

AI-27011

24.G.1.

**BCAP Application for Payment No.2 Retainage Release & Certificate of Construction Completion - Diaz Subdivision Precinct No.1
CC REGULAR**

Date: 06/14/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Requesting acceptance and approval of:

- a. Application for Payment No. 2 (Retainage Release) in the amount of \$9,041.33;
- b. "Certificate of Construction Completion" reflecting the completion date of April 14, 2011 from Saenz Utility Contractors Ltd, LLC for Diaz Subdivision as reviewed and submitted by project engineer TEDSI Infrastructure Group Inc. (C-CAP-10-336-10-19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-206-00-000-019-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 654176 for Saenz Utility Contractors, LTD. PO has been paid in full.

Retainage Payable available balance as of 6-8-11 \$9,041.33 for Saenz Utility Contractors, LTD in relation to Diaz S/D

Attachments

Link: [Application for Payment No.2 Retainage Release Diaz Subdivision](#)

Link: [Certificate of Construction Completion Diaz Subdivision](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	06/08/2011 02:32 PM	APRV
2		Purchasing Department	Marty Salazar	06/08/2011 02:58 PM	APRV
3		Budget & Management	Erika Zamora	06/08/2011 03:13 PM	APRV
4		Ivan Cantu	Ivan Cantu	06/09/2011 08:25 AM	APRV
5		Auditor's Office	Arcilia Duran	06/10/2011 03:14 PM	APRV
Form Started By: Marcie Jackson				Started On: 06/08/2011 01:29 PM	

Final Approval Date: 06/10/2011

APPLICATION FOR PAYMENT NO. 2 - RETAINAGE RELEASE

To: HIDALGO COUNTY (OWNER)
 From: SAENZ UTILITY CONTRACTORS LTD (CONTRACTOR)
 Contract: C-CAP-10-336-10-19
 Project: ROAD AND DRAINAGE CONSTRUCTION DIAZ SUBDIVISION
 Owner's Contract No. C-CAP-10-336-10-19 Engineer's Project No. _____
 For Work accomplished through the date of: March 31, 2011

1. Original Contract Price:	\$90,413.25
2. Net change by Change Order and Written Agreements(+or-):	\$0.00
3. Current Contract Price (1 plus 2):	\$90,413.25
4. Total completed and stored to date:	\$90,413.25
5. Retainage (per Agreement):	
10% of completed Work: _____ \$0.00	
_____ of stored material _____	
Total Retainage:	\$0.00
6. Total completed and stored to date less retainage (4 minus 5)	\$90,413.25
7. Less previous Application for Payments:	\$81,371.93
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$9,041.33

Accompanying Documentation:

APPLICATION FOR PAYMENT
 ESTIMATE AND QUANTITY
 SCHEDULE OF VALUES
 PUNCH LIST LETTER

TXDOT INSPECTION LETTER
 CERTIFICATE OF CONSTRUCTION COMPLETION
 CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
 CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

REQ# 191433 P.O.# 654176
 1-1312-206-00-000-019-0-000 → \$9,041.33
DIAZ SUBDIVISION RETAINAGE RELEASE

CONTRACTOR'S Certification:

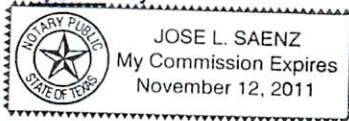
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.


Date: 5/13/11

SAENZ UTILITY CONTRACTORS LTD
CONTRACTOR

 Pedro Saenz

State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 13th day
 of MAY 2011





 Notary Public
 My Commission expires: Nov. 12, 2011

TEDSI Infrastructure Group Inc
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 05/16/2011

INVOICE RECEIVED BY:
 ON 6/7/11
 GOODS/SERVICES RECEIVED BY:
 ON 6/7/11


 Jose A. Sanchez, P.E.

AGREEMENT FOR PARTNERSHIP

THIS AGREEMENT IS MADE THIS 10th DAY OF OCTOBER 2011

BETWEEN THE UNDERSIGNED PARTIES

AND THE UNDERSIGNED PARTIES

OF THE COUNTY OF ...

AND THE UNDERSIGNED PARTIES

OF THE COUNTY OF ...

AND THE UNDERSIGNED PARTIES

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OF THE COUNTY OF ...

AND THE UNDERSIGNED PARTIES

10/11/2011

10/11/2011

10/11/2011

10/11/2011

10/11/2011

10/11/2011

[Signature]

[Signature]



[Signature]

[Signature]

10/11/2011

Saenz Utility Contractors Ltd Contractor Name
02/21/11 Starting Date
06/20/11 Project Ending Date
10% Retainage Percent

Application No.: 2 - Retainage Release
 Application Date: 05/11/11
 Period To: 03/31/11
 Engineer Firm: TEDSI Infrastructure Group Inc

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3c1080228	Diaz	\$ 90,413.25		\$ 90,413.25			\$ 90,413.25	\$ -	\$ 9,041.33	\$ 90,413.25	\$ 81,371.92	\$ 9,041.33
		\$ 90,413.25	\$ -	\$ 90,413.25	\$ -	\$ -	\$ 90,413.25	\$ -	\$ 9,041.33	\$ 90,413.25	\$ 81,371.92	\$ 9,041.33

Estimate Quantity Update Worksheet

Date: May 11, 2011

Colonia: Diaz Subdivision
 Roadway: Diaz St
 Control: 3C1080228
 Project No: C-CAP-10-336-10-19
 County: Hidalgo
 Est. No: 2 - Retainage Release
 Work Type: Paving & Drainage
 Limits: 710'
 From: Mile 15N Rd
 To: 720' N of Mile 15N Rd

Contractor: Saenz Utility Contractors Ltd
 Original Contract Price: \$181,166.50
 Change Orders: \$0.00
 Total Contract Price: \$181,166.50
 Work Done this Mo.: \$0.00
 % Complete: 49.9%
 Date Began: February 21, 2011
 Contract Time (calendar days): 120
 Time Charged: 39
 % Time Used: 32.5%

Item	Description	Unit	Qty	Unit Price	Project Amount	2- RETAINAGE RELEASE		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE								
(902) PRELIMINARY ENGINEERING								
(903) CONSTRUCTION ENGINEERING								
(904) RIGHT-OF-WAY								
(905) ROADWAY								
0100	PREPARING ROW	STA	7	\$600.00	\$4,200.00		7	\$0.00
0110	EXCAVATION (ROADWAY)	CY	479	\$10.00	\$4,790.00		479	\$0.00
0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	23	\$25.00	\$575.00		23	\$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	2295	\$7.50	\$17,212.50		2295	\$0.00
0260	LIME TRT (EXST MATL)(6")(SUBGRADE)	SY	2645	\$1.75	\$4,628.75		2645	\$0.00
0260	LIME (HYD, COM OR QK)(SLRY)OR QK(DRY)(SUBGRADE)	TON	20	\$180.00	\$3,600.00		20	\$0.00
0260	LIME TRT (NEW BASE)(8")(FLEXBASE)	SY	2295	\$3.00	\$6,885.00		2295	\$0.00
0260	LIME (HYD, COM OR QK)(SLRY)OR QK(DRY)(FLEXBASE)	TON	17	\$180.00	\$3,060.00		17	\$0.00
0310	PRIME COAT (MC-30)	GAL	385	\$4.00	\$1,540.00		385	\$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	1924	\$10.50	\$20,202.00		1924	\$0.00
0400	CUT & RESTORING PAV (ASPH)	SY	12	\$35.00	\$420.00		12	\$0.00
0500	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00		1	\$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$1,250.00	\$2,500.00		2	\$0.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	1395	\$2.00	\$2,790.00		1395	\$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	13	\$30.00	\$390.00		13	\$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	150	\$3.00	\$450.00		150	\$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	\$3.00	\$480.00		160	\$0.00
SUBTOTAL					\$78,723.25		SUBTOTAL	\$0.00
(906) DRAINAGE								
0464	RC PIPE (CL III)(18 IN)	LF	80	\$25.00	\$2,000.00		80	\$0.00
0530	DRIVEWAY (CONC)	SY	21	\$50.00	\$1,050.00		21	\$0.00
0530	DRIVEWAY (ACP)	SY	256	\$15.00	\$3,840.00		256	\$0.00
0556	15" ADS CORRUGATED PIPE	LF	240	\$20.00	\$4,800.00		240	\$0.00
SUBTOTAL					102,443.25		SUBTOTAL	\$0.00
TOTAL					181,166.50			

Total to Date
 Roadway (905) \$0.00
 Drainage (906) \$0.00
 Total \$0.00

Checked By: _____
 Signature: 
 Printed Name: Jose A. Sanchez

TEDSI Infrastructure Group

Date: May 11, 2011

Monthly Totals:		\$0.00
Adminstrative (901)		
Preliminary Engineering (902)		
Construction Engineering (903)		
Right of Way (904)		
Roadway (905)		\$0.00
Drainage (906)		\$0.00

Handwritten initials/signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 14th DAY OF APRIL, 2011 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 10-19-2010

OWNER: HIDALGO COUNTY

CONSTRUCTION CONTRACTOR: SAENZ UTILITY CONTRACTORS LTD OF THE CITY OF EDCOUCH STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF ROAD & DRAINAGE CONSTRUCTION FOR DIAZ SUBDIVISION

CONTRACT NO: C-CAP-10-336-10-19

Located in or near the City/Precinct of: Hidalgo County Pct. 1

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$90,413.25</u>
Present Amount of Contract	<u>\$90,413.25</u>
Total Amount of earned to Date	<u>\$90,413.25</u>
Less: previous payments	<u>\$81,371.92</u>
Balance	<u>\$ 9,041.33</u>
Authorized deductions	<u>\$ 0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 9,041.33</u>

6. That the final payment in the amount of \$9,041.33 is now due and payable.



Jose A. Sanchez, P.E.
Engineer's Signature

CONCURRED BY:

CONCURRED BY:

Saenz Utility Contractors Ltd
Contractor's Name

Hidalgo County Judge

By: Pedro Saenz

Title: MANAGER

1. The first part of the document is a list of names of people who have been involved in the project.



2. The second part of the document is a list of names of people who have been involved in the project.

3. The third part of the document is a list of names of people who have been involved in the project.

4. The fourth part of the document is a list of names of people who have been involved in the project.

5. The fifth part of the document is a list of names of people who have been involved in the project.

6. The sixth part of the document is a list of names of people who have been involved in the project.

7. The seventh part of the document is a list of names of people who have been involved in the project.

AI-26875

24.H.1.

**BCAP Application for Payment No.5 Retainage Release & Certificate of Construction Completion - Aldamas I & II Subdivision Precinct No.2
CC REGULAR**

Date: 06/14/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Sub-category: CAP Pct.2

Information

CAPTION

Acceptance and approval of the following:

- a. Application for Payment No. 5 (Retainage Release) in the amount of \$39,461.25;
- b. "Certificate of Construction Completion" reflecting the completion date of May 24, 2011;

from Total Commitment, LLC for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP 10-232-08-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1312-206-00-000-004-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. # 649644

available balance in retainage account for release as of 06/07/11.

Attachments

Link: Application for Payment No.5 Retainage Release Aldamas I & II Subdivision

Link: Certificate of Construction Completion Aldamas I & II Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/26/2011 01:42 PM	APRV
2	Purchasing Department	Marty Salazar	06/03/2011 10:12 AM	APRV
3	Budget & Management	Erika Zamora	06/03/2011 02:07 PM	APRV
4	Roland Garcia	Rolando Garcia	06/07/2011 01:21 PM	APRV
5	Auditor's Office		06/10/2011 03:21 PM	NEW
Form Started By: Marcie Jackson			Started On: 05/26/2011 11:00 AM	

APPLICATION FOR PAYMENT NO. 5 RETAINAGE RELEASE

To: Hidalgo County (OWNER)
 From: Total Commitment, LLC (CONTRACTOR)
 Contract: C-CAP-10-232-08-10
 Project: ALDAMAS I & II SUBDIVISIONS
 Owner's Contract No. C-CAP-10-232-08-10 Engineer's Project No. _____
 For Work accomplished through the date of: February 25, 2011

1. Original Contract Price:	\$ <u>376,612.50</u>
2. Net change by Change Order and Written Agreements(+or-):	(+) \$ <u>18,000.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>394,612.50</u>
4. Total completed and stored to date:	\$ <u>394,612.50</u>
5. Retainage (per Agreement):	
<u>0%</u> of completed Work: _____	
<u>0%</u> of stored material _____	
Total Retainage:	\$ <u>-</u>
6. Total completed and stored to date less retainage (4 minus 5)	\$ <u>394,612.50</u>
7. Less previous Application for Payments:	\$ <u>355,151.25</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ <u>39,461.25</u>

- Accompanying Documentation:
- APPLICATION AND CERTIFICATION OF PAYMENT (A)
 - SCHEDULE OF VALUES A/K/A 1257 / 1258
 - ESTIMATE QUANTITY UPDATE WORKSHEET
 - PARTIAL WAIVER OF LIENS (SUB-CONTRACTORS / SUPPLIERS)

REQ# 186323 P.O.# 649644
 1-1312-206-00-000-004-0-000 → \$39,461.25
ALDAMAS I & II SUBD.-RETAINAGE PAYABLE

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through Retainage inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5/6/2011

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 6
 day of May, 2011

TOTAL COMMITMENT, LLC
 CONTRACTOR

By: [Signature]
 Pedro A. Gutierrez Jr. / Member

[Signature]
 Notary Public
 My Commission expires: 7-6-13



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/24/2011

SAM ENGINEERING & SURVEYING, INC.
 ENGINEER

By: [Signature]
 SAMUEL D. MALDONADO
 Exhibit E-C

INVOICE RECEIVED BY:
[Signature] ON 5/25/11
GOODS/SERVICES RECEIVED BY:
[Signature] ON 5/25/11

<u>Total Commitment</u>	Contractor Name
<u>October 28, 2010</u>	Starting Date
<u>February 25, 2011</u>	Project Ending Date
<u>10%</u>	Retainage Percent

Application No:	<u>5 Retainage Release</u>
Application Date:	<u>May 20, 2011</u>
Period To:	<u>February 25, 2011</u>
Engineer Firm:	<u>SAM Engineering & Surveying</u>

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080937	Aldamas Unit I & II Subd.	\$ 376,612.50	\$ 394,612.50	\$ 39,854.00	\$ 98,312.00	\$ 190,722.50	\$ 65,724.00	\$ 394,612.50	\$ -	\$ 39,461.25	\$ 355,151.25	\$ 355,151.25	\$ 39,461.25
		\$ 376,612.50	\$ 394,612.50	\$ 39,854.00	\$ 98,312.00	\$ 190,722.50	\$ 65,724.00	\$ 394,612.50	\$ -	\$ 39,461.25	\$ 355,151.25	\$ 355,151.25	\$ 39,461.25

TOTAL COMMITMENT 10/28/2010 2/25/2011 ALDAMAS I & II

Contractor Name Starting Date Project Ending Date Engineer's / County Project Description

Application No.: 5
 Application Date: 5/20/2011
 Period To: 2/25/2011
 Engineer's / County Project No.: C-CAP-10-232-08-10

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month			Balance To Finish		
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
ROADWAY																								
1	100	PREPARING ROW	STA	\$ 500.00	29.72	14,860.00	\$ -	0.0	-	29.72	29.72	\$ 14,860.00	-	29.72	-	-	29.72	-	-	29.72	-	14,860.00	0	\$ -
2	152	6" ROAD GRADER WORK (DENS.CONT.)SUBGRA	SY	\$ 1.50	12,216.0	18,324.00	\$ -	0.0	-	0.00	0.00	\$ -	6,108.00	6,108.00	9,162.00	6,108.00	12,216.00	9,162.00	-	12,216.00	-	18,324.00	0	\$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL2)	SY	\$ 6.00	11,540.0	69,240.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	11,540.00	11,540.00	69,240.00	-	11,540.00	-	69,240.00	0	\$ -
4	260	LIME TREATMENT AT 3%	TONS	\$ 160.00	104.0	16,640.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	104.00	104.00	16,640.00	-	104.00	-	16,640.00	0	\$ -
5	310	ASPH MATRL (MC-30)	GAL	\$ 5.00	2,309.0	11,545.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	2,309.00	2,309.00	11,545.00	-	2,309.00	-	11,545.00	0	\$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	\$ 6.00	9,854.0	59,124.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	-	-	-	9,854.00	9,854.00	59,124.00	59,124.00	0	\$ -
7	500	MOBILIZATION	LS	\$ 1,000.00	1.0	1,000.00	\$ -	0.0	-	1.00	1.00	\$ 1,000.00	-	1.00	-	-	1.00	-	-	1.00	-	1,000.00	0	\$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	\$ 350.00	2.0	700.00	\$ -	0.0	-	1.00	1.00	\$ 350.00	-	1.00	-	1.00	2.00	350.00	-	2.00	-	700.00	0	\$ -
Total Roadway						\$ 191,433.00						\$ 16,210.00			\$ 9,162.00			\$ 106,937.00			\$ 59,124.00	\$ 191,433.00		\$ -
DRAINAGE																								
9	530	DRIVEWAY (CONCRETE)	SY	\$ 29.25	838.0	24,511.50	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	838.00	838.00	24,511.50	-	838.00	-	24,511.50	0	\$ -
10	465	INLET (COMPLETE)(TYPE A)	EA	\$ 2,000.00	8.0	16,000.00	\$ -	0.0	-	4.00	0.00	\$ 8,000.00	4.00	4.00	8,000.00	-	8.00	-	-	8.00	-	16,000.00	0	\$ -
11	465	4' CONC. STORM MANHOLE	EA	\$ 2,100.00	6.0	12,600.00	\$ -	0.0	-	2.00	0.00	\$ 4,200.00	4.00	4.00	8,400.00	-	6.00	-	-	6.00	-	12,600.00	0	\$ -
12	506	TEMP SEDMTCONT FENCE	LF	\$ 2.00	6,000.0	12,000.00	\$ -	0.0	-	0.00	0.00	\$ -	2,000.00	2,000.00	4,000.00	4,000.00	6,000.00	8,000.00	-	6,000.00	-	12,000.00	0	\$ -
13	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$ 0.50	6,000.0	3,000.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	6,000.00	6,000.00	3,000.00	-	6,000.00	-	3,000.00	0	\$ -
14	529	CONC CURB & GUTTER (18"X12")	LF	\$ 6.25	6,440.0	40,250.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	6,440.00	6,440.00	40,250.00	-	6,440.00	-	40,250.00	0	\$ -
15	529	VALLEY GUTTER	SY	\$ 36.00	34.0	1,224.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	275.00	275.00	6,050.00	300.00	575.00	6,600.00	12,650.00	0	\$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	\$ 22.00	575.0	12,650.00	\$ -	0.0	-	0.00	0.00	\$ -	-	-	-	275.00	275.00	6,050.00	300.00	575.00	6,600.00	12,650.00	0	\$ -
17	556	18" RCP STORM DRAIN CL III	LF	\$ 24.00	140.0	3,360.00	\$ -	0.0	-	72.00	0.00	\$ 1,728.00	68.00	68.00	1,632.00	-	140.00	-	-	140.00	-	3,360.00	0	\$ -
18	556	24" RCP STORM DRAIN CL III	LF	\$ 28.00	1,978.0	55,384.00	\$ -	0.0	-	272.00	0.00	\$ 7,616.00	1,706.00	1,706.00	47,768.00	-	1,978.00	-	-	1,978.00	-	55,384.00	0	\$ -
		OUT FALL EXCAVATION	CY	\$ 7.00	600.0	4,200.00	\$ -	0.0	-	300.00	0.00	\$ 2,100.00	300.00	300.00	2,100.00	-	600.00	-	-	600.00	-	4,200.00	0	\$ -
Total Drainage						\$ 185,179.50						\$ 23,644.00			\$ 71,900.00			\$ 83,035.50			\$ 6,600.00	\$ 185,179.50		\$ -
TOTAL BASE AMOUNTS						\$ 376,612.50						\$ 39,854.00			\$ 81,062.00			\$ 189,972.50			\$ 65,724.00	\$ 376,612.50		\$ -
19	CO#1	SANITARY SEWER SERVICE ADJUST.	EA	\$ -	0	-	\$ 750.00	27.0	\$ 20,250.00				23.00	23.00	17,250.00	1.00	24.00	750.00				\$ 18,000.00	3	\$ 2,250.00
20	CO#2	SANITARY SEWER SERVICE ADJUST.	EA	\$ -	0	-	\$ 750.00	(3.0)	\$ (2,250.00)													\$ -	0	\$ (2,250.00)
TOTAL BASE AMOUNT PLUS CO:						\$ 376,612.50			\$ 394,612.50						98,312.00			190,722.50				\$ 394,612.50		\$ -

Samuel D. Maldonado
 Print Name

5/24/2011
 Date

[Signature]
 Signature

CERTIFICATE OF CONSTRUCTION COMPETITION

THIS IS TO CERTIFY THAT ON 24rd DAY OF MAY A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: AUGUST 10, 2010
 OWNER: HIDALGO COUNTY
 CONSTRUCTION CONTRACTOR: TOTAL COMMITMENT, LLC.
 OF THE CITY OF MISSION STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF ALDAMAS I & II SUBDIVISIONS

CONTRACT NO: C-CAP-10-232-08-10
 Located in or near the City/Precinct Of SAN JUAN

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
 N/A
2. That the sum of N/A , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	\$376,612.50
Present Amount of Contract	\$394,612.50
Total Amount of earned to Date	\$394,612.50
Less: previous payments	\$355,151.25
Balance	\$ 39,461.25
Authorized deductions	\$ 0.00
AMOUNTY OF FINAL PAYMENT	\$ 39,461.25

6. That the final payment in the amount of Thirty nine thousand four hundred sixty one dollars and twenty five cents (\$39,461.25) is now due and payable.



Engineer's Signature

CONCURRED BY:

Total Commitment, LLC.

Contractor's Name

By: 

Title: MANAGER

CONCURRED BY:

Hidalgo County/ Precinct No. 2

City/Precinct

By: _____

Title: _____

AI-26907

24.I.1.

La Sueña Subdivision - BCAP

CC REGULAR

Date: 06/14/2011
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Sub-category: CAP Pct.3

Information

CAPTION

Pursuant to Hidalgo County's approved procurement packet, Information to Bidders, #8 "Liquidated Damages for Failure to enter into Contract", requesting approval for Hidalgo County (owner) to retain forfeited Bid Bond as liquidated damages for such failure to execute and deliver the contract and bonds required for Sueña Subdivision in the form of a cashier's check in the amount of \$11,050.00 submitted by SDM Partners.

BACKGROUND

Fiscal Impact

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

Recovery and retaining of bid bond will defray expenditures associated with the re-letting of project.

Attachments

Link: inf_bidders.la_suena.26907

Link: bbcc_la_suena.26907

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2011 01:07 PM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:11 PM	APRV
3	Perla Lopez	Perla Lopez	06/08/2011 11:09 AM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Yvette Islas

Started On: 06/01/2011 11:39 AM

Final Approval Date: 06/10/2011

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
Grant No. M1080397
La Sueña Subdivision

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

HIDALGO COUNTY
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

CONTRACTOR BID BOND FORM

Bid Opening Date: December 15, 2010
County Department Name: BCAP- Purchasing
Name of Individual Submitting: Eddie Yvette Islas
Contractor Name: Eddie Salinas
Company Name: SDM Partners
Address: 200 S. Cace Blvd
Pharr, TX
Total Amount Submitting: \$ 11,050⁰⁰

Break Down of Total Amount as Follows:

Item 1: Bid # / Project #: BCAP- 10-379-12-15-YSI
Cashier's Check# 056003696 or Money Order# _____
Amount: \$ 11,050⁰⁰

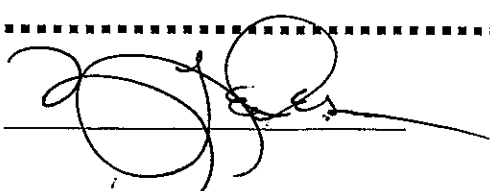
Item 2: Bid # / Project #: _____
Cashier's Check# _____ or Money Order# _____
Amount: \$ _____

Item 3: Bid # / Project #: _____
Cashier's Check# _____ or Money Order# _____
Amount: \$ _____

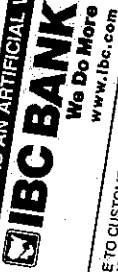
Item 4: Bid # / Project #: _____
Cashier's Check# _____ or Money Order# _____
Amount: \$ _____

Item 5: Bid # / Project #: _____
Cashier's Check# _____ or Money Order# _____
Amount: \$ _____

County Treasurer's Office Use Only

Date Received: 12.15.10 Amount Verified By: 

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY.



INTERNATIONAL BANK OF COMMERCE
ONE SOUTH BROADWAY MCALLEN, TX 78501-0579 956-686-0263
MEMBER INTERNATIONAL BANCSHARES CORPORATION / FDIC

THE FILING OF A DECLARATION OF LOSS FORM AFTER 90 DAYS FROM THE DATE OF ISSUANCE CAN BE FILED FOR THE REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, STOLEN OR DESTROYED.

SDM Partners

PAY TO THE ORDER OF Hidalgo County

REMITTER

Memo: bid bond
Issued By: Laura Garcia

No. 056003696

December 15, 2010
DATE

*****\$11,050.00

CASHIER'S CHECK

AUTHORIZED SIGNATURE

⑈056003696⑈ ⑆114917623⑆ 590001801⑈

AI-26739

24.J.1.

**Construction Management Services-Construction-Sheriff's Office
Substation-Pct #1 Area
CC REGULAR**

Date: 06/14/2011
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Managment LLC, for "Construction of the New Sheriff's Office Substation in the Precinct No. 1 Area," (approved/negotiations by CC 04/05/11) with mutual agreement to delete paragraph C, page 21 of document.

BACKGROUND

Authorized for negotiations by CC AI 25979 on 04/05/11.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Avail. Balance as of 6-9-11 \$2,489,553.17

Attachments

- Link: [Contract](#)
- Link: [letter 1](#)
- Link: [letter 2](#)
- Link: [EMAILS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/08/2011 01:38 PM	APRV
2	Budget & Management	Angela Garcia	06/08/2011 02:43 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/09/2011 03:16 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Moises Salazar Started On: 05/18/2011 12:11 PM

Final Approval Date: 06/10/2011

C-11-032B-06-14

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES
The County of Hidalgo Sheriff's Office Substation

BETWEEN

PRODIGY CONSTRUCTION MANAGEMENT L.L.C

&

THE COUNTY of HIDALGO, TEXAS

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....3

ARTICLE 2 RELATIONSHIP OF THE PARTIES.....5

ARTICLE 3 BASIC SERVICES.....6

ARTICLE 4 COMPENSATION.....6

ARTICLE 5 DURATION OF BASIC SERVICES.....8

ARTICLE 6 OWNERS RESPONSIBILITIES.....9

ARTICLE 7 CHANGES IN SERVICES AND “PROJECT SCOPE”.....11

ARTICLE 8 NOTICES.....12

ARTICLE 9 INSURANCE.....12

ARTICLE 10 INDEMNIFICATION.....13

ARTICLE 11 TERMINATION AND SUSPENSION.....14

ARTICLE 12 SUCCESSORS/ASSIGNMENT/THIRD PARTIES.....16

ARTICLE 13 CERTIFICATES FOR PAYMENT TO THE CONTRACTOR.....16

ARTICLE 14 ADDITIONAL PROVISIONS.....17

ATTACHMENT A SCOPE OF SERVICES.....21

ATTACHMENT B ADDITIONAL SERVICES COMPENSATION.....29

ATTACHMENT C A/E AND CONSULTANT E.E.O.C. AFFIDAVIT.....30

ATTACHMENT D SCHEDULE OF DIRECT EXPENSES.....31

ATTACHMENT E PAYMENT SCHEDULE.....32

C-11-032B-06-14

**Agreement for Construction Management Services Between
Prodigy Construction Management L.L.C and
The County Of Hidalgo, Texas**

This AGREEMENT(the "Agreement") made this ___ day of June, 2011 between The County of Hidalgo, Texas (the "Owner") and Prodigy Construction Management LLC (hereinafter "Construction Manager or PM") for Services in connection with the project known as The County of Hidalgo Sheriff's Office Substation (the "Project"). The Owner and the PM agree as set forth below:

**ARTICLE 1
DEFINITIONS**

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 **ADDITIONAL SERVICES.** "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.

1.2 **ADDITIONAL SERVICES AGREEMENTS.** "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 **ADDITIONAL SERVICES COMPENSATION.** "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 **AGREEMENT.** "Agreement" has the meaning set forth in the introductory paragraph.

1.5 **AIA CONTRACT.** "AIA Contract" means that certain AIA B141 – 1997 Part 1 Agreement between Owner and Gignac & Associates, LLP, made as of the 30th day of January, 2008, for architect's services for the Project, including the exhibits attached thereto, as such agreement may be amended from time to time..

1.6 **BASIC SERVICES.** "Basic Services" means (a) the services set forth in Attachment A and (b) each other service performed by or on behalf of the Construction

Manager, even though such service is not included on Attachment A, which Service the Owner did not specifically approve in writing as an Additional Service in advance of performance of such Service.

1.7 BASIC SERVICES COMPENSATION. “Basic Services Compensation” means the lump sum fee designated in Article 4 to be paid by the Owner to the Construction Manager for the satisfactory performance of all of the Basic Services by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. “Construction Contract Documents” means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. “Construction Manager” has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. “Contractor” means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. “Design Consultant” means the architect designated pursuant to the AIA Contract, and any substitute selected by the Owner.

1.12 INDEMNITEES. “Indemnities” has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. “Indemnitors” has the meaning set forth in Section 10.1.

1.14 LIABILITIES. “Liabilities” has the meaning set forth in Section 10.1.

1.15 OWNER. “Owner” has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. “Owner-Contractor Agreement” means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER’S DESIGNEE. “Owner’s Designee” means the Hidalgo County Commissioner’s Court.

1.18 PM. “PM” has the meaning set forth in the introductory paragraph.

1.19 PROJECT. “Project has the meaning set forth in the introductory paragraph.

1.20 PROJECT SCOPE. The "Project Scope" is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under the AIA Contract in consultation with the Hidalgo County Commissioner's Court and the Hidalgo County Sheriff's Office, who are the Designated Representative of the Owner as specified in the AIA Contract. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a work relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor, and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 **SUBSTITUTION OF PERSONNEL.** The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substitution by the Construction Manager, the Owner shall have the right to approve any such substitute.

ARTICLE 3 BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4 COMPENSATION

4.1 **BASIC SERVICES COMPENSATION.** The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be three percent (3%) of the final cost of construction of the Project, provided, however, that the Basic Services Compensation shall not exceed One Hundred Twenty Six Dollars (\$126,000.00), which is calculated as three percent (3%) of the Owner's current construction budget for the Project of four million two hundred thousand dollars (\$4,200,000.00) without the prior written consent of the Owner.

(b) The projected schedule for payment of the Basic Services Compensation is set forth in Attachment E. The parties acknowledge that if the Work is performed more slowly than currently anticipated, the schedule will be revised to provide for equal monthly payments over the duration of the project timeline as established by the Owner. At the satisfactory completion of the all Basic Services, the total payments paid to the Construction Manager shall equal the Basic Services Compensation. No payment shall be due prior to receipt of the applicable invoice pursuant to section 4.3 below.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 INVOICES. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 PAYMENT. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.1(a), subject to the prior written agreement of the Owner thereto.

4.7 EXPENSES. The Construction Manager's monthly invoice shall include a portion of the Construction Managers expense items that are payable by the Owner as set forth in Attachment D that were incurred by the Construction Manager on the Owner's behalf. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment D as provided "By Owner". The Construction Manager acknowledges and

agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.

4.8 **ADDITIONAL SERVICES COMPENSATION.** Additional Services Compensation shall be determined and paid in accordance with the provisions of Attachment B.

4.9 **SUSPENSION OF SERVICES.** In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to cease or suspend all performance required under this Agreement until all outstanding undisputed invoices from the Construction Manager to the Owner are paid in full. Notwithstanding anything herein to the contrary, suspension of Services by the Construction Manager shall not be deemed a breach of this Agreement in whole or in part or the fault of the Construction Manager.

If the Construction Manager ceases or suspends performance for non-payment under this Agreement, the Construction Manager shall not be liable to the Owner for any increase in construction or other costs, for delay in the time for completion of the Program, or for any other adverse consequences, claims, liabilities or expenses (including without limitation reasonable attorney's fees and court costs) which may arise due to the exercise of this right to cease or suspend performance.

In the event of suspension of Services under this Agreement, the duration of Services and Phases shall be extended by a period of time corresponding with the period for which Services were suspended.

ARTICLE 5 DURATION OF BASIC SERVICES

5.1 **TOTAL DURATION OF BASIC SERVICES.** The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is anticipated that all of the Services will be completed in sixty two (62) weeks, or as established by the Project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the durations of the Project to extend beyond the anticipated durations shown in the Project timeline, the staffing required for the extended durations will be considered as an Additional Service, subject to the following limitation:

- (1) There will be Additional Services Compensation granted only to the extent that the reason for the late completion of the works is not the fault of the Construction Manager.

- (2) The prior written agreement of the Owner to such Additional Services Compensation must be obtained by the PM.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 **OWNER'S DECISIONS.** The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services. The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 **INFORMATION, SURVEYS, REPORTS.** The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to rely upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 **NOTICE OF FAULT OR DEFECT.** If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 **OWNER INFORMATION AND APPROVALS.** The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 **DESIGN CONSULTANT AGREEMENT.** The Owner has retained and contracted separately with the Design Consultant through the AIA Contract. The Construction Manager shall promptly notify the Owner of any irreconcilable inconsistency between the AIA Contract and this Agreement.

6.6 BUDGET. The Project budget shall be established by the Owner and Design Consultant.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 PROJECT COMMUNICATION. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. *Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.*

6.12 CONSTRUCTION MANAGER FIELD OFFICE. (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

6.14 Document Control License: The Owner may subscribe for the usage of a document control license through Prodigy Construction Management, as per Attachment D, through an Additional Services Agreement. PM acknowledges that the Owner does not currently intend to subscribe for any such license.

ARTICLE 7 CHANGES IN SERVICE AND PROJECT

7.1 **CHANGES WITHIN THE GENERAL SCOPE OF PROJECT.** The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Section 4.1

7.2 **EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES.** Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties shall negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 **ADDITIONAL SERVICES COMPENSATION.** The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in an advance in a written **ADDITIONAL SERVICES AGREEMENT** executed by the Owner and the Construction Manager. In the event an Additional Services Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Attachment B.

7.4 **REIMBURSABLE EXPENSES.** In connection with Additional Services, “Reimbursable Expenses” are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Additional Services Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner without a surcharge. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Additional Services Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Attachment B of this Agreement.

ARTICLE 8
NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner	County of Hidalgo
Name of Project	Attention: Hidalgo County Judge
Address	Hidalgo County Sheriff's Office Substation
City State Zip	1615 S. Closner, Ste. J
	Edinburg, Texas 78539-3523

Construction Manager:	S. Alex Palacios
Company	PRODIGY CONSTRUCTION MANAGEMENT L.L.C.
Address	4409 N. 22nd
City State Zip	McAllen, Texas 78504
Telephone	(956) 821-8014 cell

ARTICLE 9
INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction

Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
 1. State Statutory
 2. Employer's Liability; \$100,000 Each Occurrence

2. Automobile Liability
 - 1.) Bodily Injury
 - a. Each Person, \$500,000
 - b. Each Occurrence, \$500,000
 - 2) Property Damage
 - a. Each Occurrence, \$300,000
 - b. Each Occurrence, \$300,000

3. General Liability \$1,000,000 Each Occurrence

ARTICLE 10 INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement, or from any breach of this Agreement by any of the Indemnitors.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions. Owner agrees that in new contracts for the Project with engineers, contractors, sub-contractors, and suppliers that the Owner will use reasonable efforts to obtain in such agreements obligations for the other party thereto to defend and indemnify Construction Manager against such other party's acts and to add Construction Manager as an additional insured to each such party's insurance policies, in the same manner and the same form, if any, that the Owner requires for itself from such parties.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

ARTICLE 11 TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by Owner without cause upon 30 days written notice to the Construction Manager.

11.2 This Agreement may be terminated by either party with cause hereto upon seven (7) days written notice and a reasonable opportunity to cure (which shall be deemed to be such seven (7) day period unless the parties otherwise agree in writing), should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party, or if the Project in whole or substantial part is abandoned or stopped for a period of sixty (60) or more days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, provided that if the Project Scope as a whole is terminated as a time when one or more sub-project if required to do so by the Owner.

11.3 In the event of a termination under 11.1 or 11.2, the Construction Manager shall be paid only any Basic Services Compensation and Additional Services Compensation for Services performed to the date of termination or abandonment, including any expenses and services of professional consultants then due and payable under this Agreement.

11.4 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.5 In the event the Work on the Project is suspended, delayed or interrupted pursuant to section 11.14 , the parties may agree to Additional Services Compensation pursuant to section 7.2 above, and in the event such agreement is reached, unless otherwise set forth in the applicable Additional Services Agreement, the terms shall be as follow: for the first twenty (20) work days of such suspension, delay or interruption Owner shall compensate the Construction Manager on a time spent basis deemed to consist of eight hours a day

for each of the Construction Manager's site and office personnel exclusive involved in the Project immediately prior to such suspension, delay or interruption and who are both are not reassigned to other projects and remain in the full-time employment of the Construction Manager, multiplied by the applicable hourly rate for such personnel set forth on Attachment A, plus Reimbursable Expenses pursuant to Attachment B. Construction Manager will not receive compensation according to the fee schedule set out in Attachment E during such suspension period. Such amounts shall be invoiced to the Owner and paid by the Owner pursuant to the provisions of Article 4 of the Agreement. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.6 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.7 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

ARTICLE 12 SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

ARTICLE 13 CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations

from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

ARTICLE 14 ADDITIONAL PROVISIONS

14.1 **MEDIATION.** Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 **ARBITRATION.** It was the express of the parties hereto to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

14.3 **CONFIDENTIALITY.** In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to

Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 Construction Manager's liability arising in any way out of the provision of Services under this Agreement shall be limited to and in no event shall exceed the limits of the General Liability coverage, regardless of the cause, including the fault, breach of contract, tort, strict liability or otherwise of Construction Manager.

14.6 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.7 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.8 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

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

14.10 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.11 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.12 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.14 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Contract and/or the Owner-Contractor Agreement, the Owner shall determine the order of priority of the terms and provisions of the various agreements.

14.15 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

14.16 E.E.O.C. AFFIDAVIT. The Construction Manager and all of its consultants agree to submit to the Owner, prior to performance of any Services, an affidavit in the form prescribed at Attachment C.

14.17 Construction Manager will conduct its business on this Agreement in accordance with all Minority and Women Business Enterprises policies of the Owner as of the date of the Contract, and as amended during the course of the Work for work going forward from the time of any amendment.

14.18 COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during the term, hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Owner 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE FOLLOWS]

This Agreement executed the day and year first written above.

Owner:
The County of Hidalgo

PM:
Prodigy Construction Management LLC

By: _____
Ramon Garcia, County Judge

By: _____
Mario A. Rodriguez, Legal - Principal
Prodigy Construction Management LLC

Attest:

By: _____
Arturo Guajardo Jr., County Clerk

Approved as to form:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packaging of design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection: Construction Manager, when necessary, will assist in the Architect and Engineer selection and advise Owner on language for approval and acceptance by Owner. Construction Manager will assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Construction Manager will negotiate with the selected firms and assist in Architect and Engineer contract preparation and review. Construction Manager will review the selected firms' certificate of insurance for compliance with Owner's guidelines.

d) Information and Control System: Construction Manager will establish and implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals;; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical. Owner's occupancy requirements will be incorporated into the Project Schedule. Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses. If significant variance from planned activities occurs, review the recovery plans and/or acceleration plans. Construction Manager work-plan and staffing is based on completion dates of projects in the master Schedule. Schedule extensions beyond original dates will be additional services.

g) Pre-Bid Services: Construction Manager will organize and conduct Pre-Bid conference.

h) Commissioning Services

Limited scope MEP Services:

- Assist the Owner with development and design facilities standards and design guidelines related to MEP Commission requirement.
- Review Contractor's building Commissioning and turnover Plan.
- Develop plan for furnishing procurement and building turnover.
- Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- Oversee turnover of all certification documentation and submittals proper agencies on behalf of Owner.

- Coordinate training of facility maintenance staff for familiarization with all systems.

I) Plan Distribution: Construction Manager will initiate and monitor the distribution of Project plans and specifications.

j) Plan Room: Construction Manager will maintain a plan room for the use of entities wanting to review the Project plans and specifications.

k) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the status of major issues discussed and will prescribe recommended actions required by team members.

l) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

m) Project Guidelines and Standards: Construction Manager will work with the Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project and space needs.

n) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

o) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action to the Owner
- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

III. PROCUREMENT PHASE SERVICES

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required. The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

IV. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions

incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to

represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner, Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

e) FF&E Coordination: When necessary, Construction Manager will include FF&E procurement schedules provided by the Owner in the master Project schedule.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

ATTACHMENT B
ADDITIONAL SERVICES COMPENSATION

When Additional Services are approved by the Owner in advance through an Additional Services Agreement signed by the parties, Construction Manager shall be compensated the amount approved in advance for the particular Additional Service, but in no event shall the amount to be paid exceed the rates set out in Attachment B.

a Maximum hourly billing rates for personnel assigned to the Project will be as follows:

<u>Position</u>	<u>Hourly Rate</u>
1) Construction Manager	\$150
2) Legal Review	\$150
3) Document Control	\$120
4) Engineer Review	\$150
5) Field Inspector I	\$120
6) Clerical	\$ 60

Rates valid through December 2011. Rates increase 5% per calendar year.

b) Expenses for Additional Services and professional consultants shall be specifically approved by the Owner by category in advance in the Additional Services Agreement, otherwise they will not be allowed.

ATTACHMENT C
CONSULTANT E.E.O.C. AFFIDAVIT

This firm, partnership, corporation, consultant agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

By: _____
Title: _____

Sworn to and subscribed before me this _____ day of _____.

Notary Public in and for the State of Texas

ATTACHMENT D
Schedule of Direct Expenses

<u>Item</u>	<u>unit cost</u>	<u>Subtotal</u>	<u>By PCM</u>	<u>By Owner</u>
<u>Computers</u>				
Desk top computers			PCM	
Laptops			PCM	
Accessories			PCM	
<u>Document Control Software</u>				
License fee usage				By Owner
<u>Office Productivity</u>				
Laser printers			PCM	
Color Printer			PCM	
Scanner			PCM	
Postage & Courier			PCM	
Copier -Lease			PCM	
Fax			PCM	
<u>Miscellaneous</u>				
Mileage			PCM	
<u>Office</u>				
Office Supplies			PCM	
Safety Supplies			PCM	
<u>Photography</u>				
Digital Cameras			PCM	
Project Camera(s)				By Owner
IT systems				By Owner
<u>Owner Total Expenses</u>				

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

ATTACHMENT E
Payment Schedule*

<u>Month</u>	<u>Monthly Percent Draw</u>	<u>Monthly Amount Drawn</u>	<u>Cumulative Amount Draw</u>	<u>Remaining Amount Balance</u>
01	6.25%	7,875.00	7,875.00	118,125.00
02	6.25%	7,875.00	15,750.00	110,250.00
03	6.25%	7,875.00	23,625.00	102,375.00
04	6.25%	7,875.00	31,500.00	94,500.00
05	6.25%	7,875.00	39,375.00	86,625.00
06	6.25%	7,875.00	47,250.00	78,750.00
07	6.25%	7,875.00	55,125.00	70,875.00
08	6.25%	7,875.00	63,000.00	63,000.00
09	6.25%	7,875.00	70,875.00	55,125.00
10	6.25%	7,875.00	78,750.00	47,250.00
11	6.25%	7,875.00	86,625.00	39,375.00
12	6.25%	7,875.00	94,500.00	31,500.00
13	6.25%	7,875.00	102,375.00	23,625.00
14	6.25%	7,875.00	110,250.00	15,750.00
15	6.25%	7,875.00	118,125.00	7,875.00
16	6.25%	7,875.00	126,000.00	0.00

* To be modified in accordance with Project timeline adjustments pursuant to the terms of the Agreement.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2011

PRODUCER
JERRY MOLINA INSURANCE
 3313 N Ware
 McAllen, TX 78501
 (956) 661-8338

INSURED
 Prodigy Construction Management, LLC

4009 Fir Ave
 McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE GROUP	
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	604895389	03-16-11	03-16-12	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2009 Ford F250 Super. Vin #1FTSW21R79EA22027
 Additional Insured: County of Hidalgo
 2802 S Us Highway 281
 Edinburg Tx 78539

CERTIFICATE HOLDER

County of Hidalgo
 2802 S Us Highway 281
 Edinburg Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2011

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 Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294		CONTACT NAME: Jennifer Smith PHONE (A/C. No. Ext): (979)542-3449 E-MAIL ADDRESS: jsmith@siegins.com PRODUCER CUSTOMER ID #: 00004985		FAX (A/C. No.): (979)542-0469
INSURED Prodigy Construction Management, LLC 4009 Fir Ave. McAllen TX 78501		INSURER(S) AFFORDING COVERAGE INSURER A: McClelland & Hine INSURER B: Texas Mutual Insurance Company INSURER C: Darwin Select Ins Co INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES CERTIFICATE NUMBER: GL, E&O, Umbrella 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						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL3830527	3/23/2011	3/23/2012	MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP-0001222324	3/23/2011	3/23/2012	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			0306-4964	3/23/2011	3/23/2012	General Aggregate	1,000,000
							Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured and Waiver of Subrogation in favor of Certificate Holder as required by written contract for General Liability. Waiver of Subrogation applies to Workers Comp Policy.

CERTIFICATE HOLDER Hidalgo County 2802 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 M T. Siegeler/TK

PRODIGY CONSTRUCTION MANAGEMENT LLC.

“Accountability that is Measurable and Attainable”

June 8, 2011

ROCIO VILLARREAL
Hidalgo County Contracts Manager
Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, TX 78539

RE: Construction Management Services for the Sheriff's Office Sub Station – Pct. No. 1
Best and Final Offer response

Dear Mr. Villarreal,

I would like to personally Thank You for the time and effort that the entire Purchasing and Sherriff Department's staff have extended to Prodigy Construction Management LLC.

I have received and reviewed your Best and Final Offer Letter (BAFO) that you have provided on this day.

As the CEO and President of the company, I feel that the submitted fee, as described in Article 4 under section 4.2, of it being 3% of the final cost of construction of the project is justified since my company has already agreed to several amendments suggested by the County and or your legal department.

I look forward in working together with the County.

Respectfully,

Alex Palacios
CEO/President

Attachment(s): copy of County (BAFO) Letter

P.O Box 6592, McAllen, Texas 78502-6592

• (956) 821-8014 (cell) •



PURCHASING DEPARTMENT
County Of Hidalgo

June 8, 2011

Alex Palacios, Construction Manager
Prodigy Construction Management, LLC
4409 N. 22nd Street
McAllen, Texas 78504

Via Facsimile (956) 971-0067

Re: Best and Final Offer – Construction Management Services for Sheriff's Office
Substation in the Precinct No. 1

Dear Mr. Palacios:

The County is committed to negotiating a contract that will be beneficial to both parties. We respectfully request that you re-consider the rates that you have proposed (**3% of Final Construction Cost**), and submit your Best and Final Offer (BAFO) by no later than 3:00 P.M. on Thursday, June 9, 2011.

Please submit your Best and Final Offer (BAFO) Via Facsimile No. (956) 318-2629, or Via Email, rocio.villarreal@co.hidalgo.tx.us.

Thank you in advance for your prompt attention and cooperation to this important request and matter. Should you require further assistance or may have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Villarreal", is written over a horizontal line.

Rocio Villarreal
Hidalgo County Contracts Manager

Moises:

Please attach this e-mail to the agenda item related to Prodigy.

-----Original Message-----

From: PRODIGY [mailto:prdgypm1@att.net]
Sent: Friday, June 10, 2011 12:54 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: al69palacios@sbcglobal.net
Subject: Prodigy Amendment-scope of services

Mrs. Salazar,

I agree that we should omit and delete the following section only of the current contract:

Page 21; Attachment A scope of services; article letter "C"- "Architect-Engineer Selection:"

For the sake of this project as it "does not" pertain to scope of services of the current Hidalgo County Sheriff's office sub-substation project.

I can be reached at (956) 821-8014 if I may be of further service to the County.

Thank You

Alex Palacios
President & CEO

Sent from my iPad

Mr. Rodriguez:

In reading the final form of agreement with your firm, I observed a clause that does not have basis for inclusion in your contract inasmuch as it is not part of the scope of services described in the solicitation by Hidalgo County. I am requesting your agreement to delete paragraph c, page 21. If you will acknowledge your agreement to the deletion by responding in the affirmative to this e-mail, we can proceed to finalize and approved the contract on Tuesday so that you can get started providing your most needed services to the Sheriff project.

I will inform you that on CC of 6-21-11, I will be placing an item for authority to engage consulting services from qualified and interested parties for the negotiation of contracts for Hidalgo County. You will be more that welcome to participate in this solicitation.

Please respond as soon as possible as we need to address this issue and complete the agenda for Tuesday.

Yours truly,
Marty Salazar

PS If you agree, we will ask that you delineate through the paragraph and initial as deleted by agreement.

-----Original Message-----

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Friday, June 10, 2011 9:19 AM
To: 'Martha Salazar'
Cc: 'Rocio Villarreal'
Subject: S.O. SUBSTATION -PRODIGY CONTRACT --

Marty,

However, in the Prodigy's contract for the S.O. Substation, which is on for next Tuesday's Court for approval, it is part of the agreements' scope of services for Prodigy to provide assistance in the negotiation of contracts when necessary as per paragraph C of page 21.

=====
=====

Marty,

Under the requirements of the RFQ for the Pool of Construction Management Services (attached), there are no specific stipulations as to CM being authorized to negotiate any contracts. Only as quality assurance CM is required to monitor performance of project Architect and Engineers.

AI-26971

24.K.1.

HC-Deletion of approved Interlocal with TxDPS (Omnibase) and Approval of format submitted by TxDPS

CC REGULAR

Date: 06/14/2011

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: County Clerk

Information

CAPTION

Requesting **substitution of Interlocal Agreement document only (approved by CC 5-10-11-AI#26455 modified as to form by legal counsel in the best interest of Hidalgo County) with the original form of agreement as sent to Hidalgo County (through the County Clerk) by TxDPS** for the: "Failure to Appear Program"--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 inasmuch as Texas Department of Public Safety will not accept, agree or execute modified format other than original document with authority for County Judge or Court Member to sign.

BACKGROUND

Interlocal Agreement by TxDPS and reviewed 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:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Hidalgo County will collect a statutorily \$30.00 administrative fee for each violation, which has been reported to the Vendor. The county shall remit \$20.00 of each fee collected, pursuant to Texas Transportation Code §706.006, to the TDPS Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment of \$6.00 to the Vendor and credit \$4.00 to the general fund.

No Budgetary Impact, because the Vendor fee will be paid \$6.00 from the Administrative Fees collected. The service under this agreement will assist in collecting unpaid fines.

Attachments

Link: [Interlocal by TxDPS-Orig format](#)

Link: [Interlocal-apprvd by CC-051011](#)

Link: [AI-26455-as apprvd by CC](#)

Link: [email legals apprvd revised Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/07/2011 02:41 PM	APRV
2	Budget & Management	Erika Zamora	06/07/2011 03:24 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/08/2011 01:42 PM	APRV
4	Auditor's Office		06/10/2011 03:21 PM	NEW

Form Started By: Letty Saenz
Started On: 06/07/2011 09:03 AM

Final Approval Date: 06/10/2011

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 Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis 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, and the local political subdivision further agrees to satisfy any final judgment awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

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, either party may terminate this agreement upon thirty 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 POLITICAL SUBDIVISION*
COUNTY OF HIDALGO**

Sheri Gipson, Deputy Administrator
Driver License Division

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

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.

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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

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Local Political Subdivision:
County of Hidalgo
Ramon Garcia, County Judge
1615 South Closser, 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

APPROVED

AI-26455

17.F.1.

Approval of Interlocal Agreement btwn TxDPS and Hidalgo County - (OmniBase)

CC REGULAR

Date: 05/10/2011

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 will collected a statutorily \$30.00 administrative fee for each violation, which has been reported to the Vendor. The county shall remit \$20.00 of each fee collected, pursuant to Texas Transportation Code §706.006, to the TDPS Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment of \$6.00 to the Vendor and credit \$4.00 to the general fund.

No Budgetary Impact, because the Vendor fee will be paid \$6.00 from the Administrative Fees collected. The service under this agreement will assist in collecting unpaid fines.

Attachments

Link: [Interlocal as apprvd by legal](#)

Link: [email-legals approval](#)

Link: [email](#)

Form Routing/Status

Route Seq Inbox

(Originator)

Approved By Date

Letty Saenz 04/30/2011 12:54 PM

Status

CREATED

May 10, 2011

AGENDA

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 10, 2011
9:30 A.M.**



NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call **Flores Out**
- 2. Pledge of Allegiance **All**
- 3. Prayer **Com Quintanilla**
- 4. Approval of Consent Agenda **All approved**
- 5. Open Forum
- 6. Executive Officer - Valde Guerra:

- A.
 - 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 - 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

- B. **AI-26549 Department of Budget & Management (1100): Sergio Cruz**
 - 1. Appointment of Budget Officer as per Local Government Code Section 111.062.
 - 2. Approval of the following personnel actions pursuant to Chapter 3 of the Civil Service Commission Rules, effective 05/10/11.

no action
approved salary \$ 81,000.00

Action	Slot	Employ. No.	Current Position Title	Current Grade & Step	Current Salary	Proposed Position Title	Proposed Grade & Step	Proposed Salary	Variance
Set Salary	001	132438	Budget Officer	N/A	\$91,728.00	N/A	N/A	\$81,000.00	(\$10,728.00)
Reclassification	002	070548	Director Budget Management Division	G18 S1	\$68,687.00	Assistant Budget Officer	N/A	\$77,000.00	\$8,313.00
Reclassification	004	140325	Senior Budget Analyst	G15 S1	\$54,600.00	Manager, Budget Management Section	G16 S1	\$58,888.00	\$4,288.00
Reclassification	005	124788	Senior Planning Analyst	G15 S1	\$54,600.00	Manager, Strategic Planning Section	G16 S1	\$58,888.00	\$4,288.00
Delete (Vacant)	003	N/A	Director Strategic Planning Division	G18 S1	\$68,687.00	N/A	N/A	N/A	(\$68,687.00)
Total Cost Savings									(\$62,526.00)

May 10, 2011

May 10, 2011

nda

General Elections; including city and school district entities.

Right of Way - Joe Pena:

1.)
A. *AI-26531*

approved

Authorization for title reports, surveys metes & bounds, appraisals, and acquisition of additional right of way of a strip of land consisting of 100' wide between "M" Road & Doolittle Road.

5. **Precinct #3 - Comm. Flores:**

A. *AI-26435*
approved

1. Requesting approval to name road located in Precinct #3 as **LOZANO LANE**, as requested by 9-1-1 Department for emergency purposes.

approved

2. Requesting approval to extend **HAWK ST** to Lozano Ln, as requested by 9-1-1 Department.

6. **Budget & Management: Sergio Cruz**

A. *AI-26480*
approved

approved 2-4

Classification and Compensation Plan:
1. Discussion, consideration, and approval of the Classification and Compensation Pay Plan Phase II Part II.
2. Approval to add the Classification and Compensation Pay Plan Phase II, Part II Job Titles, Descriptions and Assigned Pay Grades to the Hidalgo County Position Inventory.
3. Approval of Revised Salary Schedules. **Com Palacios (abstained)**
4. Approval of interdepartmental transfers.

approved 1-3
Alvarez

TxDOT Projects:
Approval of Advance Funding Agreement - Amendment #1 (AFA Termination) for the following Bridge Rehabilitation Projects with authority for County Judge to sign the required documents:
1. CR 342 (Charles Greene Rd) over Delta Lake Irrigation - CSJ#0921-02-146
2. CR 855 (Mile 4 1/2 W. Rd) over Main Supply Canal - CSJ#0921-02-148
3. CR 804 (Mile 12 N. Rd) over Irrigation Canal - CSJ#0921-02-149

C. **Budget Appropriations:**

1. *AI-26502*
approved

approved

Designated Purpose Level 0 (1280):
a. Approval of Certification of Revenues as certified by the County Auditor for funds received to address disaster expenditures related to Hurricane Alex.
b. Approval of 2011 appropriation/transfer to Hurricane Alex (1280) in the amount of \$515,586.92 (75% of FEMA Reimbursement) to fund repairs related to Hurricane Alex.

17. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING

May 10, 2011

authority for auditor to issue payment after review, audit and processing procedures completed. C-10-178-06-22

D.

Pct. 4

1. AI-26466 Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects.

approved

2. AI-26547 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services on an as needed basis in Precinct #4;

Total Scores	Dos Logistics	Sames Engineering	Millennium Engineering
Evaluator 1	96	93	91
Evaluator 2	98	97	96
Scores	194	190	187
Average	97	95	93.5
Ranking	1	2	3

approved

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Dos Logistics Engineering for the provision of Engineering Services for (On Needed Basis in Precinct # 4).

approved

E.

Sheriff's Office

1. AI-26491 Adult Detention-Jail: a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code-262.024 (a) (2) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1;

approved

b. Approval for Hidalgo County to enter into Single Patient Agreements with Fresenius Medical Care North America's-Provider "STAT Dialysis Corporation, with facility name: Edinburg Kidney Center 5406 South Jackson Rd. Edinburg, TX 78539" for hemo-dialysis treatments as prescribed by County contracted physicians for renal failure inmates using medicaid guidelines for fee structure with authority for Sheriff or Chief Deputy of Hidalgo County to sign said agreements on an as needed basis.

approved

Tax Office

1. AI-26493 Requesting approval to reject all responses received for the request for proposal: "Turnkey Imaging Software Solutions System and Services for Tax Office" as requested by user department due to budgetary issues, including cancellation of the project.

approved

G. County Clerk

May 10, 2011

enda

1. **AI-26455** 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.

approved

18. **11:17 am** **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
- A. Real Estate Acquisition
 - B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
 - C. Pending and/or potential litigation
 - D. **AI-26485** Claim of Ofelia Villarreal
 - E. **AI-26487** Claim of Irineo Maldonado
19. **Open Session:**
- A. Real Estate Acquisition and appropriation for same
 - B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
 - C. Pending and/or potential litigation
 - D. **AI-26486** Claim of Ofelia Villarreal
 - E. **AI-26488** Claim of Irineo Maldonado
20. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed
21. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed
22. **Adjourn**

May 10, 2011

Leticia Saenz

From: Martha Salazar [mailto: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-26928
Rebate Check
CC REGULAR

24.L.1.

Date: 06/14/2011
Submitted By: Nilda Cavazos, PURCHASING DEPT.
Submitted For: Nilda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Acceptance of a "loyalty rewards" rebate check to Hidalgo County (as a valued customer) in the amount of \$14,520.28 check #4075019 from Staples for the period of November 1, 2010 to April 30, 2011 rebate is 3%.

BACKGROUND

The rebate check is for November 1, 2010 thru April 30, 2011 and is the loyalty rebate of 3%.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

An additional rebate from Staples/Buyboard for the last 6 months
1-1100-360-00-000-000-0-000 Gen Fund Miscellaneous Revenue

Check # 4075019
Receipt # 147030
Date of Receipt: 06-03-11

Attachments

Link: [Email](#)
Link: [copy of check](#)
Link: [county receipt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/03/2011 10:45 AM	APRV
2	Budget & Management	Erika Zamora	06/03/2011 02:18 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/09/2011 01:48 PM	APRV
4	Auditor's Office	Arcilia Duran	06/10/2011 09:36 AM	APRV

Form Started By: Nilda Cavazos
Started On: 06/03/2011 10:17 AM
Final Approval Date: 06/10/2011

Nielda Cavazos

From: Cortez, Marcello [Marcello.Cortez@Staples.com]
Sent: Friday, June 03, 2011 9:08 AM
To: Nielda Cavazos
Subject: RE: Rebate check

Hi Nielda,

The rebate check is for November 1, 2010 thru April 30, 2011 and is the loyalty rebate of 3%.

Thanks,

Marcello Cortez

Account Manager

Office: 956-592-6542

Mobile: 956-592-6542

www.StaplesAdvantage.com



Please join us in support of our environment and recycle all printed emails.

From: Nielda Cavazos [mailto:nielda.cavazos@co.hidalgo.tx.us]
Sent: Friday, June 03, 2011 8:36 AM
To: Cortez, Marcello
Subject: Re: Rebate check

Can you please tell me from when to when is rebate for.

HIDALGO COUNTY

Check: 4075019 05/23/11

Number	Inv. Date	Charge Back	Invoice Notes	Invoice Amt	Disc Amt	Pay Amt
	05/17/11			14,520.28		14,520.28

Advice Returned to vendor
 Freight out
 Freight in
 Unfavorable cost variance

AA7 Carton Shortage

Total:	\$14,520.28	0.00	\$14,520.28
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UNMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

52-153
112

Bank of America, NA
Charlotte, NC 28255

Check No.	Check Date	Vendor No.
4075019	05/23/11	999992

Amount

*****\$14,520.28

Fourteen thousand five hundred twenty and 28/100 Dollars

HIDALGO COUNTY
 PURCHASING
 102 SOUTH CLOISNER HIGHWAY 281
 HOUSTON, TX 78539

Christine Kumala
 AUTHORIZED SIGNATURE
John A Mahoney
 AUTHORIZED SIGNATURE



Receipt No 147030
Date 06-03-2011

Old Ref. No.

Batch No 1 1390
Bank No 01

Customer
Received From HIDALGO COUNTY RE: STAPLES

Totals

Cash		Credit
Check	14,520.28	Memo

Mailing Name
Address

Credits	Description	Account Number	Amount	Notation
	COUNTY WDE; VENDOR REIMBURSEMENT	1-1100-360-00-000-0-000	14,520.28	4075019
Debits				
	COUNTY WDE; VENDOR REIMBURSEMENT	1-1100-101-00-000-0-000	14,520.28	

AI-26910

25.D.

Claim of David Espinoza

CC REGULAR

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of David Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:48 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 01:21 PM

Final Approval Date: 06/03/2011

AI-26912

25.E.

**Claim of UTW Tire Collection Service
CC REGULAR**

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of UTW Tire Collection Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:49 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 01:30 PM

Final Approval Date: 06/03/2011

AI-26914

25.F.

Claim of Hector Loredo

CC REGULAR

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Hector Loredo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:49 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 01:33 PM

Final Approval Date: 06/03/2011

AI-26946

25.G.

**Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas
CC REGULAR**

Date: 06/14/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/06/2011 02:01 PM	APRV
2	Auditor's Office	Arcilia Duran	06/07/2011 09:30 AM	APRV
3	Purchasing Department	Marty Salazar	06/07/2011 02:17 PM	APRV

Form Started By: Monica Badillo
Started On: 06/06/2011 11:43 AM
Final Approval Date: 06/07/2011

AI-27025

25.H.

**Cause No. C-1005-11-C; Rogelio Regalado v. Hidalgo Co. Sheriffs Office
CC REGULAR**

Date: 06/14/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Cause No. C-1005-11-C; Rogelio Regalado v. Hidalgo County Sheriff's Office Adult Detention Center; In the 139th District Court of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:18 PM	APRV
2	Auditor's Office	Arcilia Duran	06/08/2011 05:15 PM	APRV
3	Purchasing Department	Marty Salazar	06/09/2011 02:36 PM	APRV

Form Started By: Angela Garcia
Started On: 06/08/2011 03:38 PM

Final Approval Date: 06/09/2011

AI-26911

26.D.

**Claim of David Espinoza
CC REGULAR**

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of David Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:48 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 01:23 PM

Final Approval Date: 06/03/2011

AI-26913

26.E.

**Claim of UTW Tire Collection Service
CC REGULAR**

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of UTW Tire Collection Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:49 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
Started On: 06/01/2011 01:31 PM

Final Approval Date: 06/03/2011

AI-26915

26.F.

Claim of Hector Loredo

CC REGULAR

Date: 06/14/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Hector Loredo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2011 02:50 PM	APRV
2	Auditor's Office	Arcilia Duran	06/01/2011 03:54 PM	APRV
3	Purchasing Department	Marty Salazar	06/03/2011 10:44 AM	APRV

Form Started By: Aida Alvarez
 Started On: 06/01/2011 01:35 PM

Final Approval Date: 06/03/2011

AI-26947

26.G.

**Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas
CC REGULAR**

Date: 06/14/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

Cause No. CL-09-0231-D; Noe Ramos v. County of Hidalgo; In the County Court at Law No. 4 of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
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3	Purchasing Department	Marty Salazar	06/07/2011 02:17 PM	APRV

Form Started By: Monica Badillo Started On: 06/06/2011 11:43 AM
Final Approval Date: 06/07/2011

AI-27027

26.H.

**Cause No. C-1005-11-C; Rogelio Regalado v. Hidalgo County Sheriff's Office
Adult Detention Center
CC REGULAR**

Date: 06/14/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Cause No. C-1005-11-C; Rogelio Regalado v. Hidalgo County Sheriff's Office Adult Detention Center; In the 139th District Court of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2011 04:21 PM	APRV
2	Auditor's Office	Arcilia Duran	06/08/2011 05:15 PM	APRV
3	Purchasing Department	Marty Salazar	06/09/2011 02:37 PM	APRV

Form Started By: Angela Garcia
Started On: 06/08/2011 03:41 PM
Final Approval Date: 06/09/2011
